

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 18

Date: February 4, 2008

Subject: California High-Speed Rail Projects

Recommendation: 1.) Approve a Revised Memorandum of Understanding (MOU) SANBAG Agreement C09008, for the Preparation of Studies for the Los Angeles to San Diego via Inland Empire Proposed High-Speed Passenger Rail Corridor and the Regional Air-Rail Network.

2.) Support an alignment for the proposed Inland Empire High-Speed Passenger Rail Corridor that serves the eastern portion of the San Bernardino Valley.

Background: 1.) In August 2008 the Board approved a MOU between the California High-Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), Riverside County Transportation Commission (RCTC), SANBAG and the San Diego County Regional Airport Authority (SDCRAA). The purpose of the MOU is for the named agencies to collaborate in the refinement of the high-speed rail alignment. In addition, both SANDAG and SDCRAA are required by SB 10 to develop an Airport Multitmodal Accessibility Plan and Regional Aviation Strategic Plan which is also covered in the MOU

At the time of SANBAG's approval, RCTC & SCAG had yet to take the MOU to their respective Boards for approval. During their review of the document and

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

preparation for Board approval several changes were made to the document. Because there were several changes to the document, all of which were non-substantive, SANBAG Counsel advised staff to have the MOU re-approved.

SCAG approved the MOU at their December 2008 meeting and RCTC is scheduled to approve the MOU at their February 11, 2009, meeting.

2.) In the past the Board has not taken a formal position in support of the California High-Speed Rail Project. In May 2004 the Board did take several actions relating to the draft Programmatic Environmental Impact report and Environmental Impact Statement including support for the retention of both San Bernardino County high-speed rail alignments; either via the San Bernardino Metrolink Station or an I-10 alignment through Colton.

The California High-Speed Rail Authority and its consultants have established Technical Working Groups (TWGs) within San Bernardino, Riverside and San Diego Counties to assist in determining a preferred alignment for the Los Angeles-Inland Empire-San Diego segment. An initial meeting of the San Bernardino County TWG was held on November 24, 2008. Another meeting is scheduled for February 23, 2009.

During a recent meeting of the RCTC Board, there was a discussion of a new alignment which would use the I-15 corridor instead of the I-215 corridor. It is anticipated that the RCTC Board may take a formal action requesting that alignment change. SANBAG staff sought direction on such a proposal from the Commuter Rail Committee. The Commuter Rail Committee unanimously recommended that the Board support an alignment for the proposed Inland Empire High-Speed Passenger Rail Corridor that serves the eastern portion of the San Bernardino Valley.

Financial Impact: This item is consistent with the adopted budget. Staff time and any other expenses associated with SANBAG's involvement under this MOU will be funded under Task 35209000 – General Commuter Rail funded with LTF Planning.

Reviewed By: This item was reviewed by the Commuter Rail Committee on January 23, 2009 and unanimously recommended for approval.

Responsible Staff: Michael Bair, Interim Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

SANBAG Contract No. C09008

by and between

San Bernardino Associated Governments

and

CHSR Authority, SCAG, SANDAG, RCTC and SDCRAA

for

Preparation of Studies for the Los Angeles to San Diego via Inland Empire Proposed High-Speed Passenger Rail Corridor and the Regional Air-Rail Network**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Memorandum of Understanding with no Financial Impact

Original Contract: \$ 0	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:	08/02/09	Contract Start:	08/02/08	Contract End: 12/31/11
New Amend. Approval (Board) Date:	_____	Amend. Start:	_____	Amend. End: _____

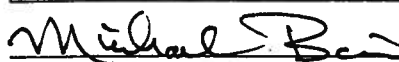
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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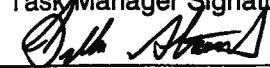
Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☒ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Michael Bair**Contract Manager: **Michael Bair**

 1-15-09
Task Manager Signature Date

 1-15-09
Contract Manager Signature Date

 1/15/01
Chief Financial Officer Signature Date

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
SAN DIEGO ASSOCIATION OF GOVERNMENTS
SAN BERNARDINO ASSOCIATED GOVERNMENTS
RIVERSIDE COUNTY TRANSPORTATION COMMISSION &
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

FOR PREPARATION OF STUDIES FOR
THE LOS ANGELES TO SAN DIEGO VIA INLAND EMPIRE PROPOSED HIGH-SPEED
PASSENGER RAIL CORRIDOR AND THE REGIONAL AIR-RAIL NETWORK

The Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA), Southern California Association Of Governments (SCAG), San Diego Association Of Governments (SANDAG), San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission (RCTC), and San Diego Regional Airport Authority (SDCRAA), (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding the preparation of technical studies for the Los Angeles to San Diego via Inland Empire High-Speed Passenger Rail Corridor and a Regional Air-Rail Network Study (collectively hereinafter referred to as "PROJECTS," and individually as "PROJECT") with regard to the following matters:

RECITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes the Los Angeles to San Diego via Inland Empire corridor (referred to herein as the "Corridor"); and

WHEREAS, the authority and responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.a.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4); and

WHEREAS, SANDAG adopted the 2007 Regional Transportation Plan (RTP) to identify the facilities, services and programs necessary to meet the San Diego County region's travel needs through the year 2030, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SCAG adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG's region's travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SANDAG is considering pursuing a high-speed passenger train service between San Diego and facilities with forecast aviation capacity in neighboring regions including the international border. These services are not included as part of CHSRA's preferred alignment but would be part of a Regional Air-Rail Network Study. Such a potential service could complement the statewide HST system and help to integrate it with other transit services, such as by providing a "feeder" service with potential multi-modal connections in the Corridor to the statewide system. CHSRA involvement in assessing the feasibility of these services will foster and facilitate coordination in design and planning, and review of potential environmental impacts for these different rail services; and

WHEREAS, SANDAG, SCAG, RCTC, and SANBAG are involved in the planning for, or operation of and/or considering pursuing commuter train services as well as HST service; and

WHEREAS, SANDAG and the SDCRAA are required by state law (SB10 (2007)) to develop an Airport Multimodal Accessibility Plan and Regional Aviation Strategic Plan by 2013 and 2011 respectively and the Regional Air-Rail Network Study will be Phase 1 of the Airport Multimodal Accessibility Plan; and

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of proposed improvements and enhancements to the Los Angeles to San Diego via Inland Empire HST Corridor in a manner which best enhances state and regional transportation networks, and in a manner which reduces or eliminates unnecessary duplicative efforts.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The PARTIES intend to work together for Corridor improvement and to build upon the initial phases of work to complete planning and technical studies, and environmental review, for HST service in the Corridor.

2. The PARTIES agree to form a project working group administered by the CHSRA to complete the necessary work related to the PROJECTS, including providing technical and policy input, reviewing deliverables and providing comments and approvals and providing technical support in a timely manner. The PARTIES agree that staff for each PARTY will cooperate fully in the exchange of information and will work together, under the oversight of CHSRA.

3. Unless otherwise agreed in writing as an amendment to this MOU, and authorized by competent authority, each PARTY shall bear any costs it incurs in relation to this MOU without expectation of reimbursement or subsidization by any other PARTY, subject to the following understanding:

- (1) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Los Angeles to San Diego via Inland Empire Region HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA's certified Final Program EIR/EIS for the Proposed HST System).

(2) SANDAG will be the lead agency for the Regional Air-Rail Network Study, the costs of which are set forth in Section VI of a previous and separate Memorandum of Agreement (MOA) between SANDAG and the SDCRAA dated June 2008. SDCRAA operated under revenue diversion parameters as set forth in Section VI (E) of this previous and separate MOA dated June 2008 for plans and studies that provide for a dedicated connection to airports under the control of the SDCRAA or whose proposed facilities are located on property controlled by the SDCRAA. SDCRAA will only participate in planning or funding the studies with a physical connection to airport facilities or a clear nexus to regional airport planning and directly and substantially related to air transportation of passengers or property.

(3) The SDCRAA and SCAG will develop the regional aviation demand forecast, regional aviation capacity analysis, and regional aviation facilities requirements tasks as such are related to the Regional Air-Rail Network Study and will bear the proportional costs of these tasks.

(4) All PARTIES will have the option of requesting additional tasks related to the PROJECT and each PARTY agrees to bear the costs of the additional work it has requested.

(5) If additional tasks are requested by more than one PARTY, those PARTIES agree to pay an equal share of the costs of such additional work, unless they agree to a different allocation of costs among or between them for such work.

4. CHSRA will take into account and coordinate with, to the extent it is appropriate to do so, the other technical studies and proposed improvements which have been prepared, and will be prepared, by other PARTIES or other agencies with reference to the Los Angeles to San Diego via Inland Empire Corridor. CHSRA will be responsible for obtaining the necessary documents to do such tasks. Each other PARTY hereto shall inform CHSRA of such studies and proposed improvements of which it has knowledge during the term of this MOU.

5. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

6. All PARTIES will participate and support CHSRA, as appropriate, in seeking federal and state funding for HST studies and environmental and engineering work within the Corridor. All PARTIES will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTIES for Corridor improvement.

7. Each PARTY agrees to encourage public awareness of and involvement in the PROJECTS and decision processes concerning the Corridor in which the PARTIES, or any of them, are engaged.

8. Each PARTY agrees that the primary purpose, intent and spirit of this MOU are to continue and to expand cooperation and coordination among the PARTIES and to develop the framework for future Cooperative Agreements. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals.

9. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority and to the maximum extent possible.

10. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other PARTY to this MOU. It is not intended by this MOU that any PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which any other PARTY may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or regulatory authorities and responsibilities of any of the signatories.

11. It is noted that there may be differences in the nature of what CHSRA is studying and that which other PARTIES will be considering. This MOU does not constitute a decision by CHSRA or by its staff regarding the selection, timing, or phasing of one HST corridor or segment, or any part of such a segment, over another as part of the HST system defined in the certified Program EIR/EIS and approved by CHSRA. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making or that of any PARTY.

12. Each PARTY shall identify and inform each other PARTY of the name of and contact information for a technical lead person to exchange information between the PARTIES concerning the PROJECTS.

13. Each PARTY agrees to cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECTS and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

14. The PARTIES agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.

15. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

16. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. The PARTIES warrant that in the performance of this MOU, each shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

17. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

18. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the

other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY'S control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.

19. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

California High-Speed Rail Authority

925 L Street, Suite 1425
Sacramento, CA 95814
Attention: Dan Leavitt, Deputy Director
(916) 324-1541, dleavitt@hsr.ca.gov

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Michael Bair, Director of Transit/Rail Programs
(909) 884-8276, mbair@sanbag.ca.gov

Southern California Association of Governments

818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017
Attention: Naresh Amatya, Transportation Planning Manager
(213) 236-1800, amatya@scag.ca.gov

San Diego Association of Governments

401 B Street, Suite 800
San Diego, CA 92101
Attention: Linda Culp, Senior Transportation Planner
(619) 699-6957, lcu@sandag.org

Riverside County Transportation Commission

4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Sheldon Peterson, Rail Manager
(951) 787-7928, speterson@rctc.org

San Diego County Regional Airport Authority

P.O. Box 82776
San Diego, CA 92138-2776
Attention: Ted Anasis, Manager, Airport Planning
(619) 400-2400, tanasis@san.org

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

20. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by all the PARTIES. This MOU shall continue in full force and effect through December 31, 2011, unless terminated earlier by mutual written consent of all the PARTIES. Any PARTY may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to each other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed as to the date opposite their signatures.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY:

APPROVED AS TO FORM

MEDHI MORSHED
Executive Director

General Counsel

Date

SAN BERNARDINO ASSOCIATED
GOVERNMENTS:

APPROVED AS TO FORM

GARY C. OVITT
President

JEAN-RENE BASLE
SANBAG Counsel

Date

SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS:

APPROVED AS TO FORM

HASSAN IKHRATA
Executive Director

JOANNA AFRICA
Acting Chief Counsel

Date

SAN DIEGO ASSOCIATION OF GOVERNMENTS:

APPROVED AS TO FORM

GARY L. GALLEGOS
Executive Director

JULIE D. WILEY
General Counsel

Date

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION:

APPROVED AS TO FORM

General Counsel

Date

SAN DIEGO COUNTY REGIONAL AIRPORT
AUTHORITY:

APPROVED AS TO FORM

THELLA BOWEN
President/CEO

BRETON K. LOBNER
General Counsel

Date

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: February 4, 2009

Subject: Funding for Metrolink Short and Intermediate-Term Safety Improvements and Liability Insurance Reinstatement

Recommendation:* Authorize the use of \$1,117,195 from Fiscal Year 2007/2008 Surplus Funds for the Implementation of Metrolink Short and Intermediate-Term Safety Improvements and the Reinstatement of Liability Insurance as identified in the Financial Impact Section.

Background: Subsequent to the September 12th incident, the Southern California Regional Rail Authority (SCRRA) Board immediately proposed the implementation of several short and intermediate-term safety improvements that would entail additional operating and capital expenses. The SCRRA Board convened a panel of industry experts to review Metrolink's safety practices and the panel presented its recommendations on December 12th. On January 9th the SCRRA Board authorized the CEO to seek additional funding from its member agencies for a number of operating and capital safety improvements. In addition, on January 9th the SCRRA Board authorized the purchase of reinstatement General Liability Insurance up to \$200 million.

Short and Intermediate-Term Safety Improvements

The proposed additional operating expenses include the hiring of additional train crews to serve as a "second set of eyes", additional Law Enforcement Technicians (LETs), and additional safety-related positions. A portion of the additional train

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*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

crew cost is being provided by OCTA through the early hiring of six train crews that will be need for service expansion on the Orange County Line planned for January 2010. With the change in the responsibilities of train conductors when the train is being operated in the push mode, there is the need to hire five additional LETs for fare enforcement purposes. Three new safety and compliance positions are being added to strengthen Metrolink's oversight of it contractors. Those positions include: a Manager – Rules and Training, Road Foreman and Operational Compliance Officer. Combined these new positions will add \$1,253,890 and \$2,391,364 in expenses to the Fiscal Years 2008/2009 and 2009/2010 respectively. SANBAG's share of the additional operating cost in the current year will be \$146,510.

The current year capital budget is also being amended to include five new projects. The first is the installation of Automatic Train Control technology at 43 selected locations, such as where train speeds are to be reduced by 20 mph or more. Metrolink has received approval from the Federal Railroad Administration for the installation of such devices. A second project is the procurement of an electronic efficiency testing and data management system. The third project is expediting the replacement of incandescent signal lights with Light Emitting Diodes (LEDs). And the fourth project is the purchase and installation of inward facing cameras in all locomotives and cab cars. And, most importantly, the final project is the beginning of engineering for the procurement and installation of Positive Train Control (PTC). These five projects will add \$4,086,800 to the Fiscal Year 2008/2009 capital budget. SANBAG's share will be \$550,032.

General Liability Insurance Reinstatement

In June 2008, the SCRRA Board approved the purchase renewal of SCRRA's General Liability Insurance program up to \$150 million – a level of coverage that has been in place since 2004. The insurance program includes a \$4 million Self Insured Retention. The policy limit is based on a claims made per occurrence aggregate yearly limit. This means that in any given policy year the total amount of insurance dollars available to cover liability losses is \$150 million. This aggregate limit can be reached through one large catastrophic occurrence or a combination of several smaller incidents. Once the insured has determined that the annual limit may be reached, it may have an opportunity to reinstate a portion or all of its existing policy. The SCRRA Board has authorized the exercise of an Aggregate Reinstatement Endorsement at a cost of 125% of the policy premium. In addition, the SCRRA Board approved the purchase of an additional \$50 million excess insurance layer to bring the total aggregate insurance policy limit to \$200 million – the federal liability cap relating to rail passenger claims. The premium

for the reinstatement and higher limit coverage will be \$6,117,413. Nearly 60% of the additional premium will be available from the current year budget. An additional \$3.5 million will be needed from SCRRA's member agencies. SANBAG's share will be \$420,653.

SCRRA Fiscal Year 2007/2008 Surplus Funds

SCRRA has determined that as of June 30, 2008, SANBAG has \$1,490,434 in surplus funds available. The total SANBAG cost of the additional short and intermediate-term safety improvement operating and capital expenses and the premium for General Liability insurance reinstatement is \$1,117,195 and can be covered from the Fiscal Year 2007/2008 surplus amount.

Financial Impact: As noted above, SANBAG's share of these additional expenses can be covered with the Fiscal Year 2007/2008 SCRRA surplus funds due to SANBAG. The authorization to use the surplus funds will allow the \$1,117,195 to remain with SCRRA for the above stated purposes. SANBAG will request a remittance of the remaining \$373,239 in Fiscal Year 2007/2008 surplus funds.

Reviewed By: This item was reviewed by the Commuter Rail Committee on January 23, 2009 and unanimously recommended for approval.

Responsible Staff: Michael Bair, Interim Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: February 4, 2009

Subject: Agreement with Omnitrans for the Receipt of FTA Sections 5316 and 5317 funds for conducting a study of the formation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley

Recommendation: * Authorize the Executive Director to Execute Contract R09153 with Omnitrans for the receipt of \$60,000 in FTA Section 5316 and \$20,000 in FTA Section 5317 funds for conducting a study of the formation of a CTSA within the San Bernardino Valley.

Background: The recommendation for the formation of a Consolidated Transportation Services Agency in the San Bernardino Valley was included in the Public Transit/Human Services Transportation Coordination Plan for San Bernardino County approved by the Board in January 2008. In addition, the Expenditure Plan for extension of Measure I to 2040 identified specific Valley funding for the formation and operation of a CTSA. At the January meeting the Board authorized the release of a Request for Proposals to conduct a study of the creation of a CTSA.

Eighty percent of the funding for the study is to be provided from FTA formula funds apportioned to the San Bernardino Valley under the Section 5316 (Job Access Reverse Commute) and Section 5317 (New Freedom Initiative) programs obtained through grants submitted by Omnitrans. Omnitrans is the designated Federal Transit Administration grantee for the San Bernardino Valley.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The attached agreement (R09153) has been prepared to establish SANBAG as a Subgrantee for \$80,000 in FTA grant funds. Similar to other FTA funding pass-through agreements approved between SANBAG and Omnitrans, this agreement provides for a payment to Omnitrans for its grant administration function. The amount is set at 3.78% of the estimated \$100,000 study budget or \$3,780. This amount will be paid by SANBAG from non-grant funds provided for professional services under Budget Task 31909000 – Social Service Transportation.

Financial Impact: This item is consistent with the adopted SANBAG Budget. The inclusion of \$60,000 in Section 5316 and \$20,000 in Section 5317 formula funds as well as the \$20,000 match from Local Transportation Fund – Planning is provided for under Task 31909000 – Social Service Transportation. The payment of \$3,780 to Omnitrans will be provided from the same Task under professional services with the funding source being LTF – Planning.

Reviewed By: This item was reviewed by the Administrative Committee on January 14, 2009 and unanimously recommended for approval.

Responsible Staff: Michael Bair, Interim Director of Transit and Rail Programs
Beth Kranda, Transit Analyst

SANBAG Contract No. R09153

by and between

San Bernardino Associated Governments

and

Omnitrans

for

The San Bernardino Valley Consolidated Transportation Services Agency (CTSA) Study**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>R09153</u>	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ 80,000

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 80,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>319</u>	_____	<u>5316 FTA</u>	<u>5316</u>	<u>\$ 60,000</u>
_____	_____	<u>5317 FTA</u>	<u>5317</u>	<u>\$ 20,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: _____ Contract Start: _____ Contract End: _____

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**Approved Budget Authority →**Fiscal Year: 08/09\$ 80,000**Future Fiscal Year(s) –
Unbudgeted Obligation →**

\$ _____

Is this consistent with the adopted budget? ☐ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes _____ %Task Manager: **Beth Kranda**Contract Manager: **Michael A. Bair**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: R09153

SANBAG CONTRACT R09153

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

OMNITRANS

FUNDING AGREEMENT

FOR THE SAN BERNARDINO VALLEY

CONSOLIDATED TRANSPORTATION SERVICES AGENCY (CTSA) STUDY

This Funding Agreement for the study of the creation of a Consolidated Transportation Services Agency (CTSA) within the San Bernardino Valley, ("Agreement") is entered into this __ day of February, 2009, by and between the San Bernardino Associated Governments ("SANBAG"), a Joint Powers Agency, and Omnitrans, a Joint Powers Authority ("Omnitrans").

Recitals

A. This Agreement describes the respective responsibilities of SANBAG and Omnitrans relative to obtaining the funds for the study of the creation of a CTSA within the San Bernardino Valley as further identified in Omnitrans Fiscal Year 2008 §5316 and §5317 Grant Application attached hereto as Exhibit "A" and incorporated herein.

B. The study of the creation of a CTSA with the San Bernardino Valley ("**Project**") will include the identification of a recommended governance structure, functional areas covered and financing options for the CTSA that will assist in the implement of solutions to the needs and gaps identified in the Public Transit-Human Services Transportation Coordination Plan for the San Bernardino Valley.

C. Omnitrans, as the Federal Transit Administration Grantee, has, pursuant to the terms of this Agreement, submitted §5316 and §5317 grant applications to the Federal Transit Administration ("**FTA**") for Fiscal Year 2008 with respect to obtaining funding

for the Project. The grant applications are for among others, the benefit of SANBAG, as a Subgrantee. Further, Omnitrans will prepare required or requested periodic reports to the FTA, in a timely manner so long as it receives in a timely manner all necessary information from SANBAG. The parties agree that Omnitrans will submit §5316 and §5317 grant applications for Fiscal Years 2008 as the funds are made available, and in accordance to the terms of this Agreement.

D. SANBAG will be considered the Subgrantee for purposes of the grant applications, and is responsible for complying with all provisions of the grants and of applicable federal, state and local laws and regulations necessary in order to qualify for the funding for, and to undertake the Project.

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the parties agree:

1. **Obligations of Omnitrans.** Pursuant to, and to the extent provided in, this Agreement, Omnitrans shall take the following actions:

a. Omnitrans, as the FTA Grantee, will submit Fiscal Year 2008 §5316 and §5317 grant applications to the FTA with respect to obtaining funding for the Project (\$60,000 in Section 5316 funds and \$20,000 in Section 5317 Funds). The grant applications will be for the benefit of SANBAG, as a Subgrantee. The application shall be submitted within a reasonable time after receipt of all information from SANBAG necessary for the completion of such grant applications and the receipt of such other assurances from SANBAG as Omnitrans may reasonably require.

b. Omnitrans will sign the grant documents resulting from the forgoing grant application submittal, upon the receipt of such assurances from SANBAG as Omnitrans may reasonably require.

c. Omnitrans will reimburse/disburse to SANBAG funds obtained from any grant resulting from the foregoing grant applications submittal in conformity with the following procedure:

1. For each reimbursement or disbursement requested, SANBAG shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed, the purpose for which the disbursement is required and such additional supporting documentation and background information as Omnitrans may reasonably require.

2. Each invoice requesting a distribution shall be accompanied by a written certification of SANBAG's Executive Director that such disbursement as requested by SANBAG will not constitute any violation of the terms of the grant, or of any applicable federal, state or local law or regulation and that SANBAG will use the funds disbursed for the purpose indicated in its invoice.

3. Within two (2) working days of the receipt of an invoice and accompanying certification, Omnitrans shall notify SANBAG as to what, if any, additional supporting documentation and background information will be required.

4. Within five (5) working days of the receipt of a completed invoice (which shall consist of the invoice, the written certification of SANBAG and any supporting documentation and background information requested by Omnitrans under subparagraph 1.c.3. above), Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if SANBAG provides the necessary information) so much of the requested funds which it reasonably believes it can disburse without violating the terms of either the grant or of applicable federal, state or local law or regulation; and (ii) notify SANBAG as to why it reasonably believes that it is unable to disburse some or all of the requested

funds without violating the terms of either the grant or of applicable federal, state or local laws or regulations.

5. To the extent that the FTA advises Omnitrans that any disbursement of grant funds would constitute a violation of the terms of either the grant or of applicable federal, state or local law or regulation, Omnitrans shall have no obligation to disburse such funds. If Omnitrans has any question as to whether any disbursement will be in violation of any provision of either the grant or of applicable federal, state or local law or regulation, notwithstanding the SANBAG's certification, it shall be entitled to receive at SANBAG's expense, a legal opinion from competent counsel of its choice to resolve any such question.

6. Omnitrans shall have no liability to SANBAG for any refusal to disburse funds so long as Omnitrans has a good faith and reasonable belief that such disbursement would constitute a violation of the terms of the grant or of applicable federal, state or local law or regulation.

d. Omnitrans shall prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from SANBAG.

e. Omnitrans shall conduct itself so that any aspect of the Omnitrans' participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local law or regulation.

2. **Payment of Administrative Expenses of Omnitrans.** As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge will be charged to SANBAG to account for all administration costs associated with managing this project. Omnitrans will charge 3.78% of the total project cost (approximately \$3,780) as Administrative Expenses and will invoice SANBAG.

The 3.78% has been approved by FTA. If due to extraordinary circumstances it becomes evident to Omnitrans that it will exceed its estimated expenses, SANBAG will be immediately notified and both parties shall meet and negotiate in good faith to arrive at an agreed adjustment to Omnitrans' compensation.

3. **Warranties of SANBAG.** SANBAG warrants to Omnitrans that:

a. SANBAG has, currently available to it, or will have prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive a FTA §5316 grants in the approximate amount of \$60,000 (with the 20% local match being \$15,000) and FTA §5317 grants in the approximate amount of \$20,000 (with the 20% local match being \$5,000).

b. The submittal of the contemplated FTA §5316 and §5317 grant application by Omnitrans on behalf of SANBAG will not constitute any violation of applicable federal, state or local law or regulation.

c. SANBAG shall conduct itself so that all aspects of the Project, and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement, will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local laws or regulations, including laws or regulations related to planning studies.

d. SANBAG will use the funds disbursed from the grant for the purpose indicated in its invoice requesting the disbursement.

4. **Obligations of SANBAG.** Pursuant to, and to the extent provided in, this Agreement, SANBAG shall take the following actions:

a. Provide to Omnitrans all information, including without limit all information described in C9300.1A, that is needed for the FTA §5316 and §5317 grant application submission.

b. Provide the local matching fund portion required to receive the contemplated FTA §5316 and §5317 grants and shall submit evidence of same, as to both dollar amount and source(s), as Omnitrans may reasonably require. SANBAG may utilize its payment of staff salaries, benefits and expenses in administrative support for the project to satisfy its match obligation.

c. Notify Omnitrans of any changes in the scope or description of the Project.

d. Certify to Omnitrans, as to each invoice requesting disbursement of grant funds, that to the best of its knowledge such disbursement will not constitute any violation of either the provisions of the grant or of applicable federal, state or local law or regulation and that SANBAG will use the funds disbursed for the purpose indicated in its invoice requesting the disbursement.

e. Provide to Omnitrans all information needed for quarterly project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates, but in no event to be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update.

f. SANBAG shall insure that all aspects of the Project and any aspect of SANBAG's participation in this Agreement and the actions contemplated of it by this Agreement will be in compliance with the terms of the grant which is being sought and with all applicable federal, state or local law or regulation.

g. SANBAG hereby notifies Omnitrans that the Omnitrans Administrative Expenses referenced in Section 2 above will be paid for with non-grant funds. For the grant submitted for Fiscal Year 2008, SANBAG shall pay Omnitrans, within 45 days of receipt of invoice, \$3,780

5. **Exercise of Rights under the Agreement.** The CEO/General Manager of Omnitrans, or his designee, shall exercise the rights of Omnitrans under this Agreement including, without limit, accepting the certifications of SANBAG required under the terms of this Agreement. The Executive Director of SANBAG, or her/his designee, shall exercise the rights of SANBAG under this Agreement; however, any certifications of SANBAG required under the terms of this Agreement shall be provided only by the Executive Director or such other representative of SANBAG as is specified by action of the SANBAG's governing body.

6. **Insurance and bonding requirements.** SANBAG shall require that any contractor providing services with respect to the Project obtain and maintain insurance of the type and in the amounts that Omnitrans would require of its contractors performing similar services on a project similar to the improvements for the longer period of: 1) the duration of this Agreement or 2) for the duration of such contractor's involvement in the restoration project. All insurance policies shall name Omnitrans and its directors, officers, employees and volunteers as additional named insured. Further, SANBAG will require that any contractors provide bid and performance bonds as are required by applicable Federal, State or local law.

7. **SANBAG Contract Damages.** Omnitrans shall be responsible to compensate SANBAG for any damage or loss which SANBAG suffers by virtue of Omnitrans' breach of any term of this Agreement, including any and all damages, loss, claims, (including reasonable attorneys fees for any action or fine of the FTA) arising from such breach.

8. **Contract Damages.** SANBAG shall be responsible to compensate Omnitrans for any damage or loss which Omnitrans suffers by virtue of SANBAG's breach of any term of this Agreement, including without limit any and all damages, loss, claims, etc. (including without limit attorney fees and any action or fine of the FTA) arising from such breach.

9. **Term.** The term of this Agreement shall end upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations but in no event later than three (3) years from the date of the last grant hereof.

10. **Force Majeure.**

a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement.

b. Neither Party shall be considered to be in default in the performance of any of the agreements contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.

c. If either Party because of an Uncontrollable Force is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall

be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other property authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance if the Parties.

11. **Authorization by Omnitrans.** Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing Board and that the persons signing this Agreement on its behalf have the necessary authority to do so.

12. **Authorization by SANBAG.** SANBAG represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by SANBAG's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.

13. **Headings.** All paragraph headings throughout this Agreement are for convenience of reference only.

14. **Additional Documents.** Each of the Parties shall execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.

15. **Litigation Expenses.** If after this Agreement is in effect, any action or proceeding of any nature shall be commenced seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorney's fees, expert witness fees and other related expenses and costs.

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.

17. **Accuracy of Representations.** As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.

18. **Originals and Copies.** This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.

19. Construction of Agreement.

a. **Equal Construction.** This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof.

b. **Internal Consistency.** The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end. If any irreconcilable inconsistency shall be determined between the terms of this Agreement and the terms of any of the Exhibits attached hereto, the terms of this Agreement shall control over the terms of any of the Exhibits.

20. Notices All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attention: Nancy Jaramillo

To SANBAG

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Beth Kranda

21. **No Third Party Beneficiaries** There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

OMNITRANS

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____
Durand L. Rall
CEO/General Manager

By: _____
Deborah Robinson Barmack
Executive Director

APPROVED AS TO FORM:

Fiona Luke
Deputy County Counsel

APPROVED AS TO FORM:

Jean-Rene Basle
SANBAG Legal Counsel

By: _____
Legal Counsel for Omnitrans

By: _____
Legal Counsel for SANBAG

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: February 4, 2009

Subject: Allocation of Proposition 1B – Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Government Code 8879.55(a)(2) – Population Funds

Recommendation:* Adopt Resolution 09-006 and Approve the Allocation of Proposition 1B PTMISEA GC 8879.55(a)(2) – Population Funds totaling \$8,998,594 as identified in the Financial Impact Section to the following Lead Project Sponsors:

Morongo Basin Transit Authority	\$ 354,976
Mountain Area Regional Transit Authority	\$ 308,105
Omnitrans	\$3,429,452
Southern California Regional Rail Authority	\$3,309,525
Victor Valley Transit Authority	\$1,596,536

Background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, includes a program of funding in the amount of \$4 billion to be deposited in the Public Transit Modernization, Improvement, and Service Enhancement Account (PTMISEA). The PTMISEA is part of a comprehensive voter-approved transportation bond investment package designed to help advance important goals and policies, including protecting the environment and public health, conserving energy, reducing congestion and providing alternative mobility and access choices for Californians.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The amount of funds for Government Code Section 8879.55 approved by the Governor in the State Budget for the 2008/2009 fiscal year is approximately \$338 million, a reduction of nearly half from last fiscal year. Under GC Section 8879.55(a)(2) the State Controller apportions fifty percent (50%) of the PTMISEA funds available to RTPA's and county transportation commission's using the same proportional share each RTPA or commission receive from the State Transit Assistance Fund (STAF), pursuant to Public Utilities Code (PUC) Section 99313 over fiscal years 2204/2005, 2005/2006 and 2006/2007. PUC Section 99313 allocates STAF to the RTPA's and commissions on a population basis. In the current fiscal year SANBAG will receive a Population Apportionment of \$8,998,594.

The remaining \$169 million will be apportioned pursuant to GC Section 8879.55(a)(3) by the State Controller to eligible transit agencies using the same proportional share each transit agency received from STAF, pursuant to PUC Section 99314, over fiscal years 2004/05, 2005/06 and 2006/07. PUC Section 99314 apportions STAF to eligible transit agencies based on their share of passenger fare revenue and local support to the total of all eligible transit agencies passenger revenue and local support. According to Section 8879.55(a)(3) – Operator apportionment funds will be allocated and disbursed by the State Controller directly to each eligible transit agency upon acceptance by Caltrans that the project is eligible for PTMISEA Funds.

Five transit agencies within San Bernardino County will received the following Operator apportionment totaling \$1,745,874 in the current fiscal year:

Morongo Basin Transit Authority	\$ 27,530
Mountain Area Regional Transit Authority	\$ 18,515
Omnitrans	\$724,081
Southern California Regional Rail Authority	\$870,475
Victor Valley Transit Authority	\$105,273

Eligible projects are transit capital projects for purposes of one of the following:

- a. Rehabilitation, safety, or modernization improvements
- b. Capital service enhancements or expansions
- c. New capital projects
- d. Bus rapid transit improvements
- e. Rolling stock procurement, rehabilitation, expansion or replacement.

Projects must also have a useful life not less than the required useful life for capital assets pursuant to the State General Obligation Bond Law and must be consistent with the project sponsors most recently adopted short-range transit plan. These projects have at least two years to encumber the allocated PTMISEA funds.

SANBAG staff has confirmed with each of the transit agencies on the distribution of the Population Funds. With the exception of the Cities of Barstow and Needles each agency requested funding from the Population Fund apportionments. Attachment A provides the recommended list of transit capital projects for which the Population funds would be made available. Included in the attachment is the use of each operator's allocation of Operator Funds. The attachment also includes a brief description of each project and the effect of allocating PTMISEA Funds.

Approval of the project listing by the Board will enable the Executive Director to confirm the amount of Population funds approved for each project as a contributing project sponsor. SANBAG will be the recipient of funds allocated to SCRRA.

Financial Impact: The Board's approval of this item will result in the allocation of \$8,998,594 in PTMISEA GC 8879.55(a) (3) – Population funds to seven (7) transit capital projects.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on January 21, 2009 and unanimously recommended for approval.

Responsible Staff: Michael Bair, Director of Transit and Rail
Beth Kranda, Transit Analyst

San Bernardino County Prop. 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)

FY 2008-09 Eligible Allocation:		GC 8879.55(a)(3) Operator	GC8879.55(a)(2) Population	Total
Lead Project Sponsor:	Projects:	Project Cost:		
Morongo Basin Transit Authority	\$200,000 for 29 Palms Transit Center	\$200,000		
	\$182,746 two Small CNG Buses (Type III)	\$182,506	\$8,998,594	\$10,744,468
		\$382,506		
			\$354,976	\$382,506
Mountain Area Regional Transit Authority	\$80,000 rolling stock replacement	\$80,000	\$308,105	\$326,620
	\$246,620 in modernization improvements to Big Bear Facility	\$246,620		
		\$326,620		\$326,620
Omnitrans	sbX Project	\$4,153,533	\$3,391,083	\$4,115,164
		\$0	\$38,369	
		\$0		
		\$4,153,533	\$3,429,452	\$4,153,533
Southern California Regional Rail Authority	Positive Train Control Project	\$4,180,000	\$3,309,525	\$4,180,000
		\$0		
		\$4,180,000	\$3,309,525	\$4,180,000
Victor Valley Transit Authority	New Facility Construction - shell for 2nd story of Admin. and Operations Building	\$0	\$1,332,774	\$1,438,047
		\$0	\$263,762	\$263,762
		\$1,701,809	\$1,596,536	\$1,701,809
	Total	\$10,744,468	\$8,998,594	\$10,744,468

RESOLUTION NO. 09-006

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION APPROVING THE ALLOCATION OF PROPOSITION 1B PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County, and is therefore eligible to received and allocate funds under Government Code 8879.58(a)(2) based upon population; and

WHEREAS, SANBAG have been identified as the recipient of Proposition 1B – PTMISEA Population Funds in the amount of \$8,998,594; and

WHEREAS, SANBAG Board approves the allocation of the Population Funds to five local transit agencies for the purpose of providing mobility choices for residents, reducing congestion and protecting the environment through transit capital projects throughout San Bernardino County;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Commission hereby finds that:

1. SANBAG approves the allocation of \$8,998,594 in Proposition 1B – PTMISEA Population Funds to the following entities and following amounts:

a. Morongo Basin Transit Authority	\$ 354,976
b. Mountain Area Transit Authority	\$ 308,105
c. Omnitrans	\$ 3,391,083
d. SCRRRA	\$ 3,309,525
e. Victor Valley Transit Authority	\$ 1,596,536

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this February 4, 2009.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: February 4, 2009

Subject: Allocation of Proposition 1B FY 2008/2009 California Transit Security Grant Program – Transit System Safety, Security and Disaster Response Account (TSSDRA) Government Code (GC) 8879.58(a)(2) – Population Funds

Recommendation:* Adopt Resolution 09-007 allocating Proposition 1B TSSDRA Government Code 8879.58(a)(2) – Population Funds totaling \$1,597,404 to the following lead Project Sponsors:

Morongo Basin Transit Authority	\$ 62,977
Mountain Area Regional Transit Authority	\$ 101,635
Omnitrans	\$1,189,749
Needles Area Transit	\$ 6,807
Victor Valley Transit Authority	\$ 236,419

Background: The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by the voters as Proposition 1B at the November 2006 General Election included a program of funding in the amount of \$1 billion to be deposited into the Transit System Safety, Security and Disaster Response Account (TSSDRA). Fiscal Year 2008/2009 Budget Act includes \$100 million for the TSSDRA. Sixty percent (60%) of those funds (\$60 million) is being made available for eligible transit system safety and security projects under the

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Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF).

The California Transit Assistance Fund (CTAF) is administered through the Governor's Office of Homeland Security (OHS). Fifty percent (50%) of these funds are apportioned by the State Controller to eligible transit agencies using the formula in Section 99314 of the Public Utilities Code (Operators Apportionment) and the remaining 50 percent (50%) is allocated by the State Controller to regional transportation agencies (SANBAG) using the formula in Section 99313 of the Public Utilities Code (Population Apportionment).

In the current fiscal year, SANBAG will receive \$1,597,404 in Population Funds. SANBAG is responsible for determining eligible amounts for each project sponsor under its authority. The following four transit agencies will receive the following CTAF Operator Funds totaling \$155.433

Morongo Basin Transit Authority	\$ 4,888
Mountain Area Regional Transit Authority	\$ 3,287
Omnitrans	\$128,566
Victor Valley Transit Authority	\$ 18,692

These funds are designated to be used for transit capital projects that provide increased protection against a security threat including but not limited to:

Construction or renovation projects enhancing security of public transit stations or facilities
Explosive device mitigation
Communications equipment
Physical security enhancement equipment
Improved security at transit stations or facilities
Capital expenditures increasing capacity of transit operators to develop disaster response systems

SANBAG staff has confirmed with each of the transit agencies on the distribution of the Population Funds. With the exception of the City of Barstow each agency requested funding from the Population Funds apportionment.

Attachment A provides the recommended list of transit capital security projects for which Population funds will be made available. Included in the attachment is

the use of each eligible operator's allocation of Operator Funds. Also attached is Resolution 09-007 approving and authorizing the project sponsors to apply for the CTSGP-CTAF Population Funds through the Office of Homeland Security.

Financial Impact: The Boards approval of this item will result in the allocation of \$1,597,404 in CTSGP-CTAF Population Funds to six public transit agencies. The State Controller will allocate those funds directly to the project sponsors.

Reviewed By: This item was reviewed by the Plans and Programs Committee on January 21, 2009 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst
Mike Bair, Director of Transit and Rail

**San Bernardino County Proposition 1B California Transit Security Grant Program -
California Transit Assistance Fund Allocations**

Lead Project Sponsor:		GC 8879.58(a)(3) Operator	GC8879.58(a)(2) Population	Total
Projects:			TARGET AMT	
Morongo Basin Transit Authority	\$30,000 Joshua Tree Operations Center/29 Palms Center (Video Surveillance/entry barriers/doors) \$37,685 Onboard digital surveillance equipment (Drive Cam)	\$309,993	\$1,597,771	\$1,907,764
		\$4,888	\$62,977	\$67,865
Mountain Area Regional Transit Authority	GPS System for buses - (18 buses)	\$3,287	\$54,661 \$46,974	\$57,948
			\$101,635	\$159,583
Omnitrans	Bus surveillance project - replace current video system 171 buses estimated cost of \$9,500 per	\$128,566	\$1,189,746	\$1,318,312
Victor Valley Transit Authority	Convert 1,200' of chain link fencing on north and east side of the new VTA facility to a more secure 8' high masonry block wall. Cost estimate \$440,406. VTA share \$185,295	\$18,692	\$236,419	\$255,111
Barstow Area Transit	The City of Barstow is declining this year's potential funding Funds will be used in Mountain area	\$0	\$46,794	\$46,794
Needles Area Transit	3 Security cameras and ancillary equipment for DAR buses	\$0	\$6,807	\$6,807
		\$309,993	\$1,597,404	\$1,907,397

RESOLUTION NO. 09-007

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION APPROVING THE ALLOCATION OF PROPOSITION 1B FY 08-09 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM – CALIFORNIA TRANSIT ASSISTANCE FUNDS – POPULATION FUNDS

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County and is therefore eligible to receive and allocate funds under Government Code 8879.58(a)(2) based upon population; and

WHEREAS, SANBAG has been identified as the recipient of Proposition 1B CTSGP-CTAF Population Funds in the amount of \$1,597,404; and

WHEREAS, SANBAG Board approves the allocation of the Population Funds to six local transit agencies for the purpose of enhancing safety and security on public transit systems throughout San Bernardino county;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Commission hereby finds that:

1. SANBAG approves the allocation of \$1,597,404 in Proposition 1B CTSGP-CTAF Population Funds to the following entities and following amounts:

a. Morongo Basin Transit Authority	\$ 62,997
b. Mountain Area Regional Transit Authority	\$ 54,661
c. Omnitrans	\$1,189,746
d. Needles Area Transit	\$ 6,807
e. Victor Valley Transit Authority	\$ 236,419

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this February 4, 2009.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: February 4, 2009

Subject: Local Transportation Fund (LTF) Revised Apportionment for Fiscal Year 2008/2009 and Recommended Apportionment for Fiscal Year 2009/2010

- Recommendation:***
1. Approve a decrease of \$7,614,000 to the Fiscal Year 2008/2009 LTF Receipts for a new total of \$68,526,000.
 2. Approve the use of \$1,669,389 from the prior year unrestricted fund balance to establish a New Fiscal Year 2008/2009 Apportionment in the amount of \$70,195,389.
 3. Approve an LTF Estimated Apportionment of \$64,991,500 for Fiscal Year 2009/2010.

Background: Pursuant to Section 6620 of the California Code of Regulations (CCR), the San Bernardino County Auditor/Controller (Auditor) is to provide SANBAG, acting as the County Transportation Commission (Commission), with an estimate of revenue available for apportionment and allocation during the ensuing year (Fiscal Year 2009/2010) and if requested, a revised or updated estimate of revenues for the current fiscal year (2008/2009) prior to February 1st. Section 6644 of the CCR requires that the Commission determine and advise all prospective claimants of the amounts of all area apportionments for the next fiscal year by March 1st.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Annually the Commission staff presents an estimate of the current year's and next year's LTF receipts to the Auditor in December and request the Auditor to concur or provide a different estimate. The current year adopted LTF Apportionment is \$76,140,000. Based upon a review of LTF revenue received through November, staff is projecting a shortfall of \$7,614,000, a 10% decrease.

The unrestricted balance for Fiscal Year 2007/2008 is estimated to be \$1,669,389 and includes a \$1,165,755 reserve previously approved by the Board. Staff is recommending that \$1,669,389 of the unrestricted balance be used to partially offset the current year reduction. Attachment A provides the recommended new apportionment for Fiscal Year 2008/2009.

For Fiscal Year 2009/2010, SANBAG staff had originally proposed LTF estimate of which reflected a growth of 1.5%.

On December 29th, staff from the Commission and the Auditor/Controller met to discuss the estimated LTF receipts for the current and next fiscal years. The Auditor's staff concurred with the Commission's staff as it pertained to the current year revision.

For the next fiscal year (2009/10), Commission staff had originally estimated a 1.5% increase to the current year revised estimate (\$69,553,890) and Auditor/Controller's staff had originally estimated 0.8% decrease (\$67,983,000). However, based upon more analysis, including the potential for the further home mortgage foreclosures during the next year and the erosion of home equity, the Auditor/Controller's staff revised their estimate to \$62,000,000; a decline of 9.5% over the revised estimate for the current year. The staff of both the Commission and Auditor agreed to split the difference between the Auditor/Controller's two estimates and recommend an apportionment amount of \$64,991,500; representing a -5.2% decrease to the current year estimate. The apportionment of these funds to areas is shown in Attachment B. Pursuant to Section 99233.2(b)(2) of the CPUC, Southern California Association of Governments (SCAG) shall be allocated not more than one million dollars (\$1,000,000) by the appropriate entities, proportionately. Currently the SCAG allocation in Attachment B is a place holder reflecting SANBAG's allocation for the current year.

Pursuant to Section 99233.1 of the California Public Utilities Code (CPUC), the Commission and the County Auditor shall be allocated such sums as are necessary for the administrative responsibilities under the Transportation Development Act (TDA). The Auditor/Controller's staff is requesting an allocation of \$20,000 – the same amount requested in the current year. The estimated amount to be allocated to the Commission for its expenses associated with TDA administration, TDA fiscal and compliance audits of all claimants (except Omnitrans) and the two funds (LTF and STAF) is \$450,000.

Pursuant to Section 99233.2(b)(1) of the CPUC, up to 3% of the annual LTF receipts may be allocated to the Commission for its transportation planning and programming functions. Based upon the revised LTF estimate for Fiscal Year 2008/2009, the amount available to the Commission would be \$178,338 less than the amount approved in the adopted budget. This amount will be offset through the use of the remaining balance of LTF Planning funds in the adopted budget and savings recognized with the award of State Planning Grant funds for the Victor Valley Commuter Needs Study. Based on the recommended Fiscal Year 2009/2010 LTF Apportionment, the amount of LTF Planning funds available planning and programming would be \$1,949,745.

Financial Impact: The Commission is the designate agency responsible for the administration of the LTF for San Bernardino County. Adoption of the revised LTF apportionment for the current fiscal year as recommended will have no financial impact in the current year. The amounts to be allocated to the Commission for TDA administration and its planning and programming functions during Fiscal Year 2009/2010 will be subject to the approval of next year's agency budget.

Reviewed By: This item was reviewed by the Administrative Committee on January 14, 2009 and unanimously recommended for approval.

Responsible Staff: Michael Bair, Interim Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

Attachment A

San Bernardino County
Local Transportation Fund Fiscal Year 2008 - 2009
Apportionments

	APPORTIONMENT	REVISED APPORTIONMENT	DIFFERENCE	
Prior Year Reserve/Estimated Unapportioned Carryover	\$ 1,165,755	\$ 1,669,389	\$ 503,634	
Estimated Annual LTF Receipts	\$ 76,140,000	\$ 68,526,000	\$ (7,614,000)	
Fund Reservation	\$ (1,165,755)		\$ 1,165,755	
Total Estimated Funds Available	\$ 76,140,000	\$ 70,195,389	\$ (5,944,611)	
Auditor's Administrative Cost	\$ 20,000	\$ 20,000	\$ -	
SANBAG's Administrative Cost	\$ 550,000	\$ 550,000	\$ -	
County Transportation Commission Planning	\$ 2,284,200	\$ 2,105,862	\$ (178,338)	
SCAG Planning	\$ 123,300	\$ 123,300	\$ -	
Resulting Balance	\$ 73,162,500	\$ 67,396,227	\$ (5,766,273)	
Article 3 (SB821) Program	\$ 1,463,250	\$ 1,347,925	\$ (115,325)	
Balance Available for Apportionment	\$ 71,699,250	\$ 66,048,303	\$ (5,650,947)	
Apportionment Area	Population	Percentage	APPORTIONMENT	APPORTIONMENT
Valley	1,480,347	72.9949%	\$ 52,336,829	\$ 48,211,923
Adelanto	27,139	1.3382%	\$ 959,484	\$ 883,863
Apple Valley	70,297	3.4663%	\$ 2,485,311	\$ 2,289,432
Barstow	23,599	1.1637%	\$ 834,329	\$ 768,572
Big Bear Lake	6,207	0.3061%	\$ 219,445	\$ 202,150
Hesperia	85,876	4.2345%	\$ 3,036,097	\$ 2,796,809
Needles	5,759	0.2840%	\$ 203,606	\$ 187,559
Twentynine Palms	24,830	1.2244%	\$ 877,851	\$ 808,663
Victorville	102,538	5.0561%	\$ 3,625,173	\$ 3,339,456
Yucca Valley	21,044	1.0377%	\$ 743,999	\$ 685,361
County - Unincorporated	180,377	8.8943%	\$ 6,377,127	\$ 5,874,516
Total	2,028,013	100.0000%	\$ 71,699,250	\$ 66,048,303
				\$ (5,650,947)

Population Source: State Controller Motor Vehicle Fee 1/2007

SANBAG's Administrative Cost includes TDA Administration, Claimant Fiscal/Compliance Audits & Tirenmiel Performance Audits

SCAG Planning Cost (if applicable) apportioned to Commission counties based on LTF Revenue Estimates

Estimated Annual LTF Receipts per SANBAG/County Auditor 12/2007

San Bernardino County Local Transportation Fund
Fiscal Year 2009 - 2010
Apportionments

Population Source: DOF 1/1/08
SANBAG's Administrative Cost includes TDA Administration & Claimant Compliance Audits
SSCAG Planning apportioned to Commission counties based on LTF Revenue Estimates
Estimated Annual LTF Receipts per SANBAG/County Auditor 12/2008

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: February 4, 2009

Subject: Measure I Two Year Capital Improvement Plans

Recommendation:* Accept the Measure I 2008-2010 Summary Report of Two Year Capital Improvement Plans for Local Pass-Through Funds in the Valley and Mountain/Desert subareas. (Separate Attachment.)

Background: Measure I requires that each local jurisdiction receiving Local Pass-Through Funds annually adopt a Five Year Capital Improvement Plan that identifies the specific projects upon which funds shall be expended. Since only two years remain on Measure I 1990-2010, this year local jurisdictions were required to submit Two Year Capital Improvement Plans. The Summary Report is a compilation of the plans adopted by each jurisdiction and provides information on progress toward meeting the objectives of the program.

Plans for the Valley jurisdictions contain projects for local priorities. Plans for the Mountain/Desert jurisdictions contain projects for regional/arterial needs, local roads, and elderly and handicapped transit expenditures. The plans submitted by Valley and Mountain/Desert jurisdictions are included in the Summary Report. In addition, the plan for the SANBAG Arterial Programs is also included as the last page in Exhibit A.

It is estimated that the Measure I Local Pass-Through Fund category will result in \$75,378,711 for the County and cities in San Bernardino County to make road

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

improvements within their local jurisdictions during the 2008-2010 two year period. The plans included in this report list approximately \$177,458,889 in anticipated projects for road maintenance, repair, and construction.

Financial Impact: This item has no direct impact upon the Budget. The report contains detailed information on expenditures to be made by local jurisdictions under the guidance established by Board actions and the Measure. Staff activities related to this item are consistent with the adopted Budget, Task No. 50409000, Measure I Admin-Valley, and Task No. 50509000, Measure I Admin – Mountain/Desert General.

Reviewed By: The Measure I Two Year Capital Improvement Plans were reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2009, and the Mountain/Desert Committee on January 16, 2009.

Responsible Staff: Ellen Pollema, Transportation Planning Specialist

DISCUSSION ITEMS

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 25

Date: February 4, 2009

Subject: Presentation from the County Office of Homeless Services on the 10-Year Strategic Plan to End Chronic Homelessness

Recommendation:* It is recommended that the Board of Directors receive the presentation.

Background: The County of San Bernardino Office of Homeless Services is nearing completion of a 10-Year Strategic Plan to End Chronic Homelessness. In light of the efforts of SANBAG and its member agencies to confront the housing crisis and the impacts of the recession, it was felt that the cities in the County would benefit from this update.

Mr. Isaac Jackson of the Office of Homeless Services will give the presentation and will be available to answer any questions that the Board may have.

Financial Impact: This item has no financial impact on the SANBAG budget.

Reviewed By: This item is scheduled for review by the Board of Directors on February 4, 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 26

Date: February 4, 2009

Subject: SANBAG Participation with Inland Empire Economic Recovery Corporation

Recommendation:* Approve the use of a recently authorized \$50,000 budget for work with the Inland Empire Economic Recovery Corporation to provide coordinated foreclosure prevention forums and seminars.

Background: On December 3, 2008, the Board of Directors approved a budget not to exceed \$50,000 to work with public and private partners to assist in work associated with the formation and mission of what was then identified as the San Bernardino Economic Recovery Corporation. Since that approval, this public/private partnership has formed as a non-profit public benefit corporation under the name Inland Empire Economic Development Corporation.

The Corporation has entered into a contract with San Bernardino County that provides funds to the Corporation to help start its mission of preventing and reducing blight caused by foreclosed homes. As the Corporation begins to focus on this mission, a role for SANBAG has been identified that fits well with SANBAG's mission as the Council of Governments for San Bernardino County. This role is to help efforts to provide foreclosure prevention seminars and forums in a coordinated effort across the County.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

A number of similar forums have been held or are in the planning stages. Unfortunately the U.S. Department of Housing and Urban Development (HUD) and mortgage lenders are limited in their capacity to attend these disparate forums and in the case of HUD; there is a lack of funding to provide for the HUD staff to attend.

SANBAG will use this recently approved funding from its Council of Governments New Initiatives Task No. 49009000, in cooperation with the Corporation to pay for HUD staff time, facilitate training of local representatives by HUD, and cover the logistical expenses associated with holding a number of forums throughout the County.

This is a good fit for SANBAG as it is the only regular forum that includes all cities and the County. In this way, the work of the Corporation and these education efforts specifically can be communicated to every affected local government.

This concept was brought up at the Administrative Committee meeting on January 14, 2009. Staff was directed to explore the concept further with the Inland Empire Economic Recovery Corporation and bring the matter to the Board of Directors.

Financial Impact: Approval of this item will not have any additional impact to the budget beyond the original \$50,000 from Task No. 49009000 approved by the Board of Directors on December 3, 2008.

Reviewed By: This item has had no prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

Minute Action

AGENDA ITEM: 27

Date: February 4, 2009

Subject: Appointments and Selection of Board Members to Serve on Policy Committees and External Committees and Notice of SCAG Regional Council Elections

- Recommendation:***
1. Note Presidential appointment of:
 - a. Paul Eaton, City of Montclair, to represent SANBAG as the primary ex-officio member on the **Alameda Corridor-East Construction Authority** for a term to expire on December 31, 2010;
 - b. Larry McCallon, City of Highland, to represent SANBAG on the **California Association of Councils of Government (CALCOG)**.
 2. Approve the following appointments by the SANBAG Board:
 - a. Kelly Chastain, City of Colton, to serve on the **Southern California Association of Governments (SCAG) Regional Council** as representative for SANBAG as the County Transportation Commission;
 - b. Paul Eaton, City of Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** for a term to expire on December 31, 2010.
 - c. Diane Williams, City of Rancho Cucamonga, to represent SANBAG as the alternate member on the **Metro Gold Line Phase II Joint Powers Authority** for a term to expire on December 31, 2010.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

3. Conduct a caucus of the East Valley, West Valley, and Mountain/Desert city representatives to select members to serve on SANBAG policy committees.
4. Note the call for candidates and notice of election for members of the Southern California Association of Governments (SCAG) Regional Council from SCAG Districts 7, 9, 11, and 65.

Background:

Presidential Appointments – SANBAG is represented on a number of external committees whereby the SANBAG President is authorized to make appointments. SANBAG President Gary Ovitt has made the following appointments:

1. Paul Eaton, City of Montclair, to represent SANBAG as the primary ex-officio member on the **Alameda Corridor-East Construction Authority** for a term to expire on December 31, 2010;
2. Larry McCallon, City of Highland, to represent SANBAG on the **California Association of Councils of Government (CALCOG)**.

Board of Directors Appointments – SANBAG is represented on several external committees that require appointment by the SANBAG Board of Directors. It is recommended that the following appointments be made by the SANBAG Board:

1. Kelly Chastain, City of Colton, to serve on the **Southern California Association of Governments (SCAG) Regional Council** as SANBAG's representative on the County Transportation Commission. Mayor Chastain currently serves as SANBAG's representative on the SCAG Transportation and Communications Committee and is recommended by Board President Gary Ovitt;
2. Paul Eaton, City of Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** for a term to expire on December 31, 2010.
3. Diane Williams, City of Rancho Cucamonga, to represent SANBAG as the alternate member on the **Metro Gold Line Phase II Joint Powers Authority** for a term to expire on December 31, 2010.

Caucus Selections – Terms of appointment for a number of members on the Administrative Committee and Plans and Program Committee expired on December 31, 2008. The East Valley, West Valley, and Mountain/Desert

caucuses of SANBAG city representatives will confer during the meeting to select individuals to serve on committees for terms indicated in the table below.

COMMITTEE	VACANCY (Previously held by)	TERM
East Valley		
Administrative Committee	(Bea Cortes, Grand Terrace)	12/31/2010
Plans & Programs Committee	(Larry McCallon, Highland)	12/31/2010
	(Richard Riddell, Yucaipa)	12/31/2010
West Valley		
Administrative Committee	(Dennis Yates, Chino)	12/31/2010
Plans & Programs Committee	(Paul Eaton, Montclair)	12/31/2010
Mountain/Desert		
Administrative Committee	(Mike Leonard, Hesperia)	12/31/2010
Plans & Programs Committee	(William Neeb, Yucca Valley)	12/31/2010
	(Rick Roelle, Apple Valley)	12/31/2010

SCAG Regional Council – SCAG’s by-laws call for representatives to their Regional Council be elected from among the city council members and mayors of the various SCAG Districts. This year, the terms for Regional Council members from District 7 (Highland and San Bernardino), District 9 (Montclair, Rancho Cucamonga, and Upland), District 11 (Barstow, Big Bear Lake, Needles, Twentynine Palms, and Yucca Valley), and District 65 (Adelanto, Apple Valley, Hesperia, and Victorville) are expiring and elections need to be held. The election is scheduled to take place concurrent with the SANBAG Board meeting on April 1, 2009. Notices will be going out calling for candidates to express their interest in serving. The deadline for candidates to express their interest will be March 4, 2009. If no more than one qualified candidate expresses interest then no election is required.

Financial Impact: This item has no financial impact on the SANBAG budget. Participation on SANBAG committees and external committees results in recommendations to the SANBAG Board regarding a variety of budgetary and programmatic issues. Staff support of these activities is budgeted in Tasks Nos.10409000 and ISF09.

Reviewed By: This item is scheduled for review by the Board of Directors on February 4, 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

Minute Action

AGENDA ITEM: 28

Date: February 4, 2009

Subject: Update on Identifying Potential Projects for Transportation Reauthorization

Recommendation:*

1. Receive report on SANBAG's development of an advocacy strategy for the Federal Transportation Reauthorization bill; and
2. Adopt recommended projects for the Federal Transportation Reauthorization bill (Attachment #3).

Background: The current transportation reauthorization bill, which prescribes the annual federal funding levels for transportation during Fiscal Years (FY) 2003 – 2009, will expire on September 30, 2009. The House Transportation and Infrastructure Committee has indicated that draft language for the next transportation reauthorization bill might be available by as early as Spring 2009. In preparation for upcoming advocacy efforts, SANBAG would like to take a proactive approach to work with policy makers and our Congressional delegation to address our regional needs in the transportation reauthorization bill.

The purpose of this item is to present a long-term federal advocacy strategy and to identify specific projects as part of SANBAG's advocacy efforts for transportation reauthorization.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Advocacy Strategy for Transportation Reauthorization

This proposed advocacy strategy includes general policy considerations and specific transportation needs. In developing a strategy for the transportation reauthorization bill, it was generally understood that such efforts will evolve as actual bill language and national priorities require. Also, SANBAG's reauthorization advocacy strategy might need to be re-examined as joint advocacy efforts are formulated by the entire Southern California region. With regards to SANBAG's overall funding approach for transportation projects, this proposal is aligned to all other SANBAG strategies, to the extent possible, and will allow SANBAG to advocate for its most competitive regional capital improvement projects in terms of corridors, vital connectors, interchanges, public-private partnership projects and transit. Furthermore, this proposal intended to (1) reaffirm previously prioritized projects as they related to the overall, multi-modal transportation network; and (2) to provide our Congressional delegation with a manageable list of projects to maximize funding opportunities for San Bernardino County.

As Congress works on developing legislation for transportation reauthorization, SANBAG's approved principles for reauthorization serve as a foundation to proactively advocate for policy considerations (please see Attachment #1). However, these principles provide no direction concerning the advocacy of capital projects. While SANBAG has implemented a multi-faceted strategy to advocate for a variety of transportation projects and funding programs, the accumulation of all these strategies fall short of aligning different project types and funding programs for the specific purpose of improving our long-term federal advocacy efforts.

To effectively advocate for the next transportation reauthorization bill, SANBAG will need to identify projects that have the following attributes:

- Region-wide benefits that meet federal requirements;
- Other committed funding sources; and
- Commence construction by 2015.

To this aim, SANBAG policy committees recommended guidelines that provided SANBAG staff with needed direction to identify potential projects (please see Attachment #2).

Process of Identifying Potential Projects

SANBAG coordinated with each of its member jurisdictions to use the recommended "Guidelines for Identifying Projects for Federal Reauthorization" (Attachment #2) and to obtain information regarding potential projects. Projects were then analyzed to determine regional benefits in relationship to National Corridors and Trade Corridors of National Significance, vital connectors, grade separations along Alameda Corridor East and regionally-significant transit projects. This information was compared to data found in the Regional Transportation Improvement Program (RTIP), the Draft Measure I (2010-2040) Strategic Plan, the Draft Projects for the Victor Valley Subarea Measure I (2010-2040). Additionally, project status/readiness schedules and identified/committed funding sources were taken into consideration.

The results of this effort provided a short-list of potential projects (please see Attachment #3). Before finalizing this list, staff also ranked a number of projects to better illustrate specific regional priorities. For interchanges previously prioritized by SANBAG, rankings were upheld when compared to other interchanges listed. That said, interchanges included in Attachment #3 were also ranked in relationship to its highway corridor. This was done to better demonstrate the goal of advocating for funds on the corridor (in general) as a primary request, which could be used on any of the projects listed within a corridor, and advocating for specific projects within a corridor as a secondary request, if necessary.

With regards to transit, projects were ranked to align the phasing strategy with the reauthorization advocacy strategy.

Policy Committee Feedback

Each of the policy committees reviewed and offered direction to assure regional priorities were accurately represented. While each committee approved the

potential list of projects presented in Attachment#3, requests were made to further discuss the rankings for interchanges located within the Victor Valley (Mountain/Desert Committee); the inclusion of the Victor Valley Transit Authority Maintenance and Operations facility (Mountain/Desert Committee), and the manner in which to list the multi-county request for Positive Train Control (Commuter Rail Committee), specifically as it relates to being a multi-county request. Attachment #3 incorporated feedback received from policy committees with the exception of the ranking order of interchanges located in the Victor Valley. At time of print of this agenda item, discussions were not yet finalized, however, this feedback will be provided verbally during the Board meeting.

SANBAG staff seeks board direction to finalize an advocacy strategy for transportation reauthorization that can be implemented immediately. Approval of the proposed strategy for reauthorization will provide staff with direction to proactively advocate for policy considerations and for specific transportation projects, including traditional projects, projects with alternative funding sources and transit.

Financial Impact: Funding for SANBAG's Legislative program is consistent with the adopted SANBAG Budget Task No. 50309000. This item might have a potential positive impact on SANBAG's transportation programs.

Reviewed By: This item was reviewed by the Administrative Committee on January 14, 2009, Major Projects on January 15, 2009, Mountain Desert Committee on January 16, 2009, Plans and Programs Committee on January 21, 2009 and the Commuter Rail Committee on January 23, 2009.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs

ATTACHMENT #1

San Bernardino Associated Governments on Federal Transportation Authorization 2008

The current Federal transportation authorization act, also known as the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), will expire after September 30, 2009. As a new authorization bill is crafted in Congress, the following topic areas are vital to the preservation and operation of highways and transit systems in San Bernardino County.

1. Rebuild and maintain transportation infrastructure in a good state of repair.

Conditions on San Bernardino County's surface transportation systems are deteriorating and require near doubling of the current financial commitment to bring the system to a state of good repair.

- Give a high priority to preservation and maintenance of the existing system of roads, highways, bridges and transit.

2. Ensure the financial integrity of the Highway and Transit Trust Funds, and authorize innovative funding mechanisms.

Current transportation revenue streams are not appropriately funding transportation infrastructure. The current per gallon gas tax will not provide the needed revenue funding stability. Funding for transportation infrastructure requires a steady, reliable funding source spanning multiple years.

- Maintain a user-based, pay-as-you-go system.
- Continue the budgetary protections for the Highway Trust Fund and General Fund supplementation of the Mass Transportation Account.
- Assure a federal funding commitment that supports a program size based on an objective analysis of national needs.
- Diversify and augment trust fund resources, authorize states to implement innovative funding mechanisms, and alternatives to the per-gallon gasoline tax that are accepted by the public.
- Reserve earmarks only for those projects in approved transportation plans and programs.

3. Enhance mobility through congestion relief within and between San Bernardino County metropolitan areas.

Southern California requires federal assistance to meet U.S. EPA air quality regulations. San Bernardino urban areas have some of the worst congestion and air quality in the nation.

- Increase funding for enhanced capacity for all modes aimed at reducing congestion and promoting mobility in the most congested areas.
- Provide increased state flexibility to implement performance-based infrastructure projects and public-private partnerships (P3), including innovative finance programs and interstate tolling.
- Consolidate federal programs by combining existing programs using needs, performance-based, and air quality criteria.
- Expand project eligibility within programs and increase flexibility among programs.

4. Establish goods movement, as a national economic priority.

The efficient movement of goods from ports of entry and across state and international boundaries increases the nation's ability to remain globally competitive and generate jobs. San Bernardino County's transportation system is greatly impacted by the movement of freight from the ports of Long Beach and Los Angeles to the rest of the nation.

- Create a new federal program and funding sources dedicated to relieving freight congestion.
- Ensure state and local flexibility in project selection.

ATTACHMENT #1

- Grant priority for federal funding to projects of national significance that have a substantial state/local match.
- Fund mitigation of environmental and community impacts associated with goods movement.
- Prioritize the Southern California Consensus Corridor, which includes the Alameda Corridor East, I-10 and I-15.

5. Strengthen comprehensive environmental stewardship.

Environmental mitigation needs to be considered as part of every project and program.

- Integrate consideration of climate change and joint land use-transportation linkages into the planning process.
- Provide funding for planning and implementation of measures that have the potential to reduce emissions and improve health such as new vehicle technologies, alternative fuels, clean transit vehicles, transit-oriented development and increased transit usage, ride-sharing, and bicycle and pedestrian travel.
- Provide funding to mitigate the air, water and other environmental impacts of transportation projects.
- Ensure regulation of emissions from interstate trucks and trains and international shipping sufficient to guarantee those sources contribute their fair share to attaining federal health standards.

6. Strengthen the federal commitment to safety and security.

SANBAG recognizes that traffic safety saves lives, reduces injury, and assists in optimizing the flow of traffic.

- Increase funding for safety projects aimed at reducing fatalities.
- Support behavioral safety programs – speed, occupant restraint, driving under the influence of alcohol or drugs, road-sharing, etc. -- through enforcement and education.
- Address licensing, driver improvement, and adjudication issues and their impact on traffic safety.
- Assess and integrate emerging traffic safety technologies, including improved data collection systems.
- Fund a national program to provide security on our nation's transportation systems, including public transit.

7. Streamline Project Delivery

It is critical that environmental clearances and reviews be done expediently, in a manner consistent with good stewardship of natural resources.

- Increase opportunities for state stewardship through delegation programs for NEPA, air quality conformity, transit projects, etc.
- Increase state flexibility for using at-risk design and design-build.
- Ensure that federal project oversight is commensurate to the amount of federal funding.
- Require federal permitting agencies to engage actively and collaboratively in project development and approval.
- Integrate planning, project development, review, permitting, and environmental processes to reduce delay.
- Align NEPA to CEQA where it makes sense to do so.

Guidelines for Identifying Projects for Federal Reauthorization

San Bernardino Associated Governments (SANBAG) is formulating a strategy for the next transportation reauthorization bill, which is likely to include an opportunity to advocate for specific projects. Please assist SANBAG with identifying potential projects that will improve and maintain our existing transportation infrastructure in a manner that meets regional and national priorities by utilizing the criteria below:

- ***The nominated project is in the latest approved, conforming Regional Transportation Plan (RTP) AND in the Measure I (2010-2040) Expenditure Plan. (YES/NO)***
Inclusion of a project in the approved, conforming RTP and in the Measure I expenditure plan demonstrates regional need, a financial commitment, and consistency with requirements to improve air quality.
- ***The nominated project has completed National Environmental Protection Act (NEPA) clearance or is in the clearance process. (YES/NO)***
Projects that receive federal funds must complete the NEPA clearance process. Projects that have already completed or that are about to complete the NEPA process are considered more competitive.
- ***The nominated project is in the Regional Transportation Improvement Program (RTIP). (YES/NO)***
The RTIP is a 5- year programming document that includes all regionally significant projects, regardless of funding source. Candidate projects not in the RTIP would have to be amended in, resulting in delay.
- ***Federal funding for this project would save Measure I funds for other projects. (YES/NO)***
Federal funding for the nominated project would supplant Measure I funds, which could, in turn, be moved to other projects important to SANBAG.
- ***The nominated project is a freeway improvement, freeway interchange improvement, grade separation, rapid bus project (BRT), light rail, or commuter rail project. (YES/NO)***
SANBAG's Measure I strategic planning process has identified the types of projects listed above. Nominated projects fitting one of the above descriptions are also more likely to match priorities in the next federal authorization bill.
- ***The nominated project is on a trade corridor of national significance and/or a High Priority Corridor on the National Highway System. (YES/NO)***
Trade Corridors of National Significance are key freight corridors as defined by Congress, which includes I-10, I-15 and the Alameda Corridor East. Nominated projects along I-10 and I-15 may include interchange and mainline improvements. Alameda Corridor East grade separations also meet this criterion.
- ***Nominated Valley freeway interchanges: in the top 10 of the interchange prioritization list. (YES/NO)***
Nominated Valley freeway interchanges should be among the top 10 of SANBAG's interchange prioritization list.
- ***For Valley or Victor Valley interchanges or grade separations, the development share is committed. (YES/NO)***
The development share has been identified and committed for the nominated project.
- ***Nominated Grade Separations: top ten on prioritized list AND already federalized, OR amount of proposed federal funding more than offsets the reduction in railroad contribution and cost of delay associated with NEPA compliance. (YES/NO)***
Grade separation projects that are already federalized are preferred.
- ***The nominated project will be able to start construction by 2014-15. (YES/NO)***
The nominated project will have completed all pre-construction phases in time to begin construction by 2014.
- ***The nominated project is supported by multiple jurisdictions. (YES/NO)***
The nominated project is supported by multiple jurisdictions.
- ***The nominated project is a vital connector to the state highway system and/or inter-jurisdictional mobility. (YES/NO)***
The nominated project is a vital connector to/from the state highway system. Vital connectors may also include projects that will enhance inter-jurisdictional mobility.

ATTACHMENT #3
SANBAG Reauthorization Requests (\$737 Million)

SANBAG's reauthorization strategy is part of a multi-faceted approach to securing and includes the following capital improvement projects. Projects listed are regionally significant projects that are aligned with National Corridors and Trade Corridors of National Significance. In addition, included are key transit facilities. The recommended reauthorization requests are shown in ***bold italic print***. The other listed projects are on the subject corridors.

TOTAL I-10 CORRIDOR REQUESTS (\$120 Million) TO INCLUDE:

- ***#2 Priority Request:***
1-10 Mainline High Occupancy Vehicle (HOV) Lanes, between I-215 and SR-210
Estimated Total Project Cost: \$200 Million; Requested Authorization: \$100 Million
- ***#3 Priority Request:***
Interstate 10/Cedar Avenue, Interchange, Colton/Rialto
Estimated Total Project Cost: \$49 Million; Requested Authorization: \$20 Million
- Interstate 10/University, interchange, Redlands
Estimated Total Project Cost: \$5.51 Million
- Interstate 10/Alabama, interchange, Redlands
Estimated Total Project Cost: \$27 Million
- Interstate 10/Mt. Vernon, interchange, City of San Bernardino
Estimated Total Project Cost: \$32 Million

TOTAL I-15 CORRIDOR REQUESTS (\$276 Million) TO INCLUDE:

- ***#1 Priority Request:***
Interstate I-15/I-215 Devore Interchange, San Bernardino County
Estimated Total Project Cost: \$369 Million; Requested Authorization: \$151 Million
- ***#6 Priority Request:***
I-15 Mainline Expansion between SR-60 and I-10, San Bernardino County
Estimated Total Project Cost: \$100 Million; Requested Authorization: \$50 Million
- I-15/Baseline Road, interchange, Rancho Cucamonga
Estimated Total Project Cost: \$43 Million
- ***#4 Priority Request:***
I-15/Ranchero Road, Interchange, Hesperia
Estimated Total Project Cost: \$60 Million; Requested Authorization: \$25 Million
- I-15/Eucalyptus, interchange, Hesperia
Estimated Total Project Cost: \$50 Million
- I-15/Joshua/Muscatel, interchange, Hesperia
Estimated Total Project Cost: \$50 Million

- **#7 Priority Request:**
I-15/Nisqualli-LaMesa, interchange, Victorville
Estimated Total Project Cost: \$122 Million; Requested Authorization: \$50 Million

TOTAL ALAMEDA CORRIDOR EAST CORRIDOR (\$27 Million) TO INCLUDE:

- **#5 Priority Request:**
Lenwood Grade Separation, Barstow
Estimated Total Project Cost: \$26 Million; Requested Authorization: \$12 Million
- **#8 Priority Request:**
Vista Rd Grade Separation
Estimated Total Project Cost: \$34 Million; Requested Authorization: \$15 Million

PUBLIC PRIVATE PARTNERSHIP (\$148 Million) TO INCLUDE:

- **#9 Priority Request:**
High Desert Corridor Phase, Victorville
Estimated Total Project Cost: \$400 Million; Requested Authorization: \$148 Million

TOTAL TRANSIT PROJECTS (\$166 MILLION) TO INCLUDE:

#1 Priority – E Street sbX BRT (Bus Rapid Transit Project)
Estimated Total Project Cost: \$192 million; Requested Authorization: \$50 million

#2 Priority – Positive Train Control
Estimated Total Project Cost: \$150 million; Requested Amount: \$30 million

#3 Priority – VVTA Administrative, Operations & Maintenance Facility
Estimated Total Project Cost: \$42 million; Requested Amount: \$10 million

#4 Priority – San Bernardino Transit Station
Estimated Total Project Cost: \$25 million; Requested Amount: \$16 million

#5 Priority – Redlands Rail Project
Estimated Total Cost \$228 million; Requested Amount: \$60 million

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 29

Date: February 4, 2009

Subject: Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for Right of Way Consultant Services

Recommendation:* Approve Amendment No. 2 to Sole Source Contract No. 03-037 with Terry Haines for right of way consultant services increasing the not-to-exceed amount by \$150,000, for a total of \$300,000 and to establish December 31, 2011, as the contract term.

Background:

This is an amendment to an existing sole source contract. In December 2002, SANBAG entered into contract 03-037 with Mr. Terry Haines for Right of Way acquisition consultant services in the amount of \$75,000 and in September of 2007 the Board approved an additional \$75,000. Mr. Haines was a highly competent and respected member of Caltrans District 8 Right of Way staff until his retirement in 2002. Since then he has worked with SANBAG under this contract to delivery Right of Way certification for a number of projects by reviewing appraisals, participating in acquisition negotiations, and monitoring of the overall acquisition process. All this was possible because of his good relationships and the respect of his Caltrans colleagues. As such Mr. Haines is uniquely qualified to provide right of way consultant services for SANBAG.

*

*Approved
Board of Directors*

Date: February 4, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Now is a critical time in the acquisition and condemnation process for properties needed for the I-215 widening project through the City of San Bernardino. This Right of Way Certification for the remaining segments will be delivered. The scope of work that Mr. Haines will perform has been expanded to include attending settlement conferences, legal status meetings, interviewing expert witnesses, review of settlement requests, and meeting with designers and property owners. His management, monitoring and involvement in all aspects of the right-of-way process and condemnation litigation assures SANBAG that their interests will be protected.

For the above reasons, staff is recommending the contract amount be increased by \$150,000, for a total of \$300,000 and to establish December 31, 2011, as the contract term.

Not only will Mr. Haines support SANBAG on the I-215 project, his experience will be used for other projects when issues of Right of Way arise.

Financial Impact: This action is consistent with the Fiscal Year Budget 2008/2009. The revenue source is Measure I Valley Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 15, 2009. SANBAG Counsel has reviewed and approved this amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

by and between

San Bernardino County Transportation Authority

and

Terry Haines

for

Right of Way Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>75,000</u>	Previous Amendments Total: \$ <u>75,000</u>
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ <u>150,000</u>
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 300,000

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
815	5554	Measure I	I300	\$ 150,000
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/04/02	Contract Start: 12/04/02	Contract End: 12/31/08
New Amend. Approval (Board) Date: 02/04/09	Amend. Start: 02/04/09	Amend. End: 12/31/11

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>60,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>90,000</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 815If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Garry CohoeContract Manager: Chuck Wisdom

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

SANBAG Contract No. 03-037, Amendment No. 2

By and Between

San Bernardino County Transportation Authority

And

Terry Haines

For

Right of Way Services

THIS AMENDMENT No.2 to CONTRACT 03-037 is entered into this 4th day of February, 2009, by and between San Bernardino Associated Governments, hereafter called the Authority, and Terry Haines, hereafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

Whereas, SANBAG Contract No. 03-037 was entered into between San Bernardino County Transportation Authority (AUTHORITY) and Terry Haines on December 4 2002, for Right of Way Acquisition Services; and,

WHEREAS, additional funds are needed to complete the project;

NOW, THEREFORE, AUTHORITY Contract No. 03-037 is hereby amended as follows:

1. Replace the language contained in Paragraph A.2 of Article 4 Compensation with the following:

“CONTRACTOR shall be paid at the rate of \$100.00 for each hour of service under this Contract. Total compensation under this Contract is limited to a not-to-exceed amount of \$300,000. This shall constitute full compensation to CONTRACTOR”

2. Replace the language contained in Paragraph 3 Term with the following:

This Contact will commence on December 4, 2002, and terminate on December 31, 2011. Either party may terminate this agreement by serving 14 days written notice to this effect on the other party. The Executive Director shall have the authority at his or her sole discretion to give notice of termination on behalf of the Agency.

3. All other provisions and terms of this Contract shall remain the same.

Terry Haines

San Bernardino
County Transportation Authority

By: _____

By: _____
Gary C. Ovitt
President, SANBAG Board of
Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 30

Date: February 4, 2009

Subject: Award of Contract No. C09083 to Diversified Landscape Co. to Establish Existing Planting Work for SR-210 for Segments 3 in the City of Rancho Cucamonga.

- Recommendation:***
1. Approve the determination that the bid submitted by the apparent low bidder, Lasting Images Landscape is non-responsive for the following reasons:
 - a) A project bid amount lower than the minimum required labor cost of the contract Special Provisions and as provided by the Department of Industrial Relations.
 - b) Failing to identify the Contractor's position on page 8, "Public Contract Code Section 10285.1 Statement" of the bid proposal book.
 2. Approve and Award Contract No. C09083 to Diversified Landscape Co., the second lowest bidder, to Establish Existing Planting Work for SR-210 for Segments 3 in the City of Rancho Cucamonga in the amount of \$212,625.00.
 3. Approve Purchase Order No. P09161 for the amount of \$120,000 for the payment of irrigation water costs to Cucamonga Valley Water District.

Background: In 2006/2007 the Landscape Project for Segment 3 for SR 210 in the City of Rancho Cucamonga was awarded to include the landscape construction

*

*Approved
Board of Directors*

Date: February 4, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

and one year of landscape maintenance by the landscape construction contractor which is scheduled for completion in February of 2009. To fulfill SANBAG'S requirement for three years of landscape maintenance for SR-210 Segment 3, advertising of a new bid package and contract award for an additional two years of landscape maintenance is required. Utilizing a landscape maintenance contract rather than the construction contract for the additional 2 year maintenance period provides a significant savings because of the lower prevailing wage rates for maintenance workers.

Upon receiving SANBAG Board approval on December 3, 2008, the bid package was circulated on December 8, 2008 for a period of three weeks. A total of 5 bids were received as identified on Attachment "A" ranging from \$129,600 to \$629,493; Diversified Landscape Co. was second low bidder at \$212,625, substantially higher than the \$129,600 submitted by Lasting Images Landscape. The bid amount received by Diversified Landscape Co. is reasonable and very competitive. Diversified Landscape Co. has proven to be a competent contractor on previous SANBAG contracts.

Additional supplemental funds of \$10,000 are included in the contingency to address the needed repairs required to bring the site to a state of good repair at the time of the turnover. The total contingency requested is \$31,260.

SANBAG will be responsible for the water costs during the two year maintenance period. Staff is recommending the approval of the Purchase Order for \$120,000, for the payment of irrigation water costs to Cucamonga Valley Water District.

Financial Impact: This item is consistent with the 2008/2009 SANBAG Budget. The funding source is Measure I Valley Major Projects funds. TN 82409000

Reviewed By: At the December 3, 2008 Board of Directors meeting, an item was approved authorizing staff to proceed with advertising for SR-210 Landscape Maintenance for Segment 3 and return directly to the Board for approval. SANBAG Counsel has reviewed this agreement.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

ATTACHMENT A – CONTRACTOR AND BID AMOUNT

Lasting Images Landscape - \$129,600.00

Diversified Landscape Company- \$212,625.00

America West Landscape, Inc. - \$328,060.74

Pacific Restoration Group, Inc. – \$423,300.00

Broughton Construction, Inc. – \$629,493.00

PURCHASE ORDER REQUEST

NOTE: Do not use a purchase order for construction projects, roadwork, purchase or lease of real property, and employment contracts.

Short Description of PO to be included in monthly procurement report.
(Required) Use up to a **maximum of 27 characters** to provide a short description.

SR-210 Landscape Irrigation

VENDOR: Cucamonga Valley Water District

Vendor ID CVWD1

ADDRESS: 10440 Ashford Street, Rancho Cucamonga, CA 91730

PHONE: (909) 944-6000

☐ **Process payment from this PO Request – invoice is attached.**

PO End Date (required): June 30, 2011

PO # (if released for RFP/RFQ): P09161

Item Description	Order Qty	Task #	Cost Code	Amount
Payment of irrigation water costs to Cucamonga Valley Water District for SR-210, Segment 3 Landscape Services		82409000	5530	\$ 120,000.00
				\$
				\$
				\$
				\$
				\$
Shipping/Handling				\$
TOTAL				\$ 120,000.00

Attach any special instructions that are to be noted on the purchase order.

Please answer the following questions regarding the selection process:

Was the County Pre-Approved Vendor List used? ☒ No ☐ Yes

Was an informal competitive bid process done? ☒ No ☐ Yes -- complete Informal Bid Process Form (Page 2).

Is this a sole source purchase order? ☐ No ☒ Yes - If so, why? Sole water provider

Filename: PO09CVWD-01.docx	Requested By: Garry Cohoe	Date 1/22/09
	P.O. Manager's Signature	Date
	Approved by Task Manager (Signature)	1/26/09

SANBAG Contract No. C09083

by and between

San Bernardino County Transportation Authority

and

Diversified Landscape Company

for

State Route 210, Segment 3, Establish Existing Planting Work

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ 212,625	Previous Amendments Total: \$ _____
Contingency Amount: \$ 31,260	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →**\$ 243,885**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
824 _____	5553	Measure I	I300	\$243,885
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 04Feb09 Contract Start: 16Feb09 Contract End: 16Feb11

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>2008/2009</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	<u>2009/2010</u>
	\$ 80,000		\$ 163,885

Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? _____

If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes _____ %Task Manager: Garry CohoeContract Manager: Gary Shippy

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

SAN BERNARDINO ASSOCIATED GOVERNMENTS

State Highway 210

In the City of Rancho Cucamonga, California

ESTABLISH EXISTING PLANTING

Contract No.: 09083

Bid Opening: December 23, 2008

THIS AGREEMENT, made and concluded, in duplicate, between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and Diversified Landscape Company (referred to hereinafter as "Contractor").

ARTICLE 1.---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by either AUTHORITY or the State of California, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Highway Construction Project Plans dated August 30, 2005 (for reference only) and Notice to Contractors and Special Provisions dated December 3, 2008 for the work to be done are entitled:

**ESTABLISH EXISTING PLANTING WORK ON
State Highway 210
IN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA**

ARTICLE II.---AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.---The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.---By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

SCHEDULE A – BID LIST

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
1	204099	ESTABLISH EXISTING PLANTING - SEGMENTS 3 (2 yrs)	LS	1	212,625	212,625
		SCHEDULE A TOTAL			212,625.00	

ARTICLE VI.---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the Special Provisions.

ARTICLE VII.---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, City of Rancho Cucamonga, Fluor Corporation, and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance – The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, Fluor Corporation, and City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, Fluor Corporation, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required “additional insured” endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days’ prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor’s compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor’s duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, City of Rancho Cucamonga, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.--The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.--If any legal action is instituted to enforce or declare any party’s rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys’ fees. This paragraph shall not apply to those costs and attorneys’ fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.--The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

DIVERSIFIED LANDSCAPE COMPANY

BY: _____
Gary C. Ovitt
President, AUTHORITY Board of Directors

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

Licensed in accordance with an act providing for
registration of contractors,

BY: _____
Jean-Rene Basle
AUTHORITY Counsel

License No.

DATE: _____

Federal Employer Identification Number

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 31

Date: February 4, 2009

Subject: Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:* Approve Construction Cooperative Agreement No. C09-129 with Caltrans for Interstate 215 Segments 1 and 2 in the City of San Bernardino.

Background: This is a new cooperative agreement. SANBAG is the lead agency for the construction of Interstate 215 Segments 1 and 2 in San Bernardino. This is the third project of the major reconstruction and widening of the Interstate 215 project through the City of San Bernardino, extending from just south of Rialto Avenue to just south of Massachusetts Avenue. The project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final design of the project is nearly complete as well and a bid package will be completed by the middle of next year. Staff anticipates execution of the Construction and Maintenance Agreements with the BNSF railroad and Caltrans within the month and Caltrans is currently acquiring the necessary right of way for construction. Construction of the project is funded from a variety of State and Federal funds and Measure I Major projects funds.

This cooperative agreement assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project. The agreement recognizes that SANBAG will Advertise, Award, and Administer (AAA) a construction contract to reconstruct Interstate 215 Segments 1 and 2. SANBAG is responsible for providing various construction support services including construction management, construction surveying and staking and materials testing at no cost to Caltrans. Caltrans will provide, at no cost to SANBAG, quality assurance activities.

*

*Approved
Board of Directors*

Date: February 4, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

The procurement of construction management services will be completed through amendments to existing contracts in the next several months. At the March, 2008 Major Projects Committee meeting, an agenda item was brought forward obtaining concurrence in principal on amending the existing contract.

This agreement is currently being reviewed by Caltrans Headquarters staff to finalize language addressing the dynamic situation with State funding. Pending receiving this language and determining its acceptability, a final version of the agreement will either be presented at the Board meeting for approval, or this item will be pulled from the agenda until such time that resolution of final language can be obtained. Since project delivery is critical for this large construction package, staff is submitting this directly to the Board to expedite the schedule for execution of this agreement.

Financial Impact: Item is consistent with current Fiscal Year 2008/2009. Construction funds will be considered as part of the budget in future fiscal years. TN 838

Reviewed By: This item has had no prior policy committee review and will be presented directly to the SANBAG Board of Directors for review on February 4, 2009. SANBAG Counsel has reviewed and approved the agreement as to form for the draft agreement and will need to review the final language submitted by Caltrans.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09129
by and between
San Bernardino County Transportation Authority
and
California Department of Transportation
for
Cooperative Agreement for I-215 Segments 1 and 2 Construction

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1427</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
---	--	--	--

Notes: This is a construction cooperative agreement with Caltrans specifying roles and responsibilities

Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ <u>0</u>	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →

\$ 0

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 2/4/09 Contract Start: 2/4/09 Contract End: 12/31/14

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 838

If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes ____ %

Task Manager: **Garry Cohoe**

Contract Manager: **Dennis Saylor**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

08-SBd-215-PM 6.5/8.9
Construct one HOV and
One Fixed Flow Lane
In each direction
From 0.2km S/O Redlands Loop OH
To 0.7 km N/O 16th Street OC
In the City of San Bernardino
EA 0071V1
District Agreement No. 8-1427

CONSTRUCTION COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within AUTHORITY's jurisdiction.
2. STATE and AUTHORITY intend to construct one high occupancy vehicle lane and one mixed flow lane in each direction and operational improvements on Interstate 215 from 0.2km south of Redlands Loop overhead to 0.7km north of 16th Street overcrossing, referred to herein as "PROJECT."
3. AUTHORITY is responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's Independent Quality Assurance (IQA) and Independent Assurance Testing of PROJECT will be borne by STATE. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using available funds at the time. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.

4. STATE will have available its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008. This work is limited to bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE to which AUTHORITY will pay one hundred percent (100%) to STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work.
5. The parties agree that AUTHORITY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
6. Project Approval and Environmental Document were performed and funded by the STATE. Plans, Specifications, and Estimates (PS&E) for PROJECT was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on February 6, 2002, (District Agreement No. 8-965) and amended on September 3, 2008, (District Agreement No. 8-965 A/1). Right of Way for PROJECT was covered in prior Cooperative Agreements executed by STATE and AUTHORITY on May 22, 2006, (District Agreement No. 8-1306) and Cooperative Agreement executed by STATE and AUTHORITY on May 4, 2004, (District Agreement No. 8-1247), amended on February 2, 2005, (District Agreement No. 8-1247 A/1), and amended August 8, 2006 (District Agreement No. 8-1247 A/2).
7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
8. The parties now define herein below the terms and conditions under which PROJECT is to be constructed, financed, owned, operated, and maintained.

SECTION I

AUTHORITY AGREES:

1. To be responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's IQA. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by AUTHORITY using available

funds at the time. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.

2. .
3. To pay STATE for providing its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1241, 54-1223, 54-1224, and 54-1225, at the cost invoiced by the STATE. STATE will provide construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No work other than the above stated plan review will be performed unless this agreement is amended to include that additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any construction support performed by STATE.
4. All PROJECT work performed by AUTHORITY, or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
5. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
6. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction-engineering services for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.

8. To submit a written request for any "State-furnished material" identified in the PROJECT PS&E a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished material." AUTHORITY may take delivery of the "State-furnished material" after STATE's receipt of AUTHORITY's payment and at the location directed by STATE.
9. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. AUTHORITY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
10. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the estimated cost of source inspection, as referred to in this Section I of this Agreement.
11. To deposit with STATE within forty-five (45) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the actual cost of construction support services provided by STATE for construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.
12. To pay STATE upon completion of all work on PROJECT and within forty-five (45) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount, over and above the aforesaid deposits for State-furnished materials, source inspection, and direct and indirect costs incurred for construction support required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.
13. To submit a billing for reimbursement of a portion of the expenditures incurred to complete PROJECT work and thereafter to submit continuous billings until PROJECT is completed.

Upon completion of the construction capital and support activities for PROJECT, to furnish STATE with a detailed statement of the total actual costs funded from STATE's STIP-RIP, CMIA, and TCRP funding sources, which were reimbursed to AUTHORITY on a continuous basis.

14. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by AUTHORITY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds

toward PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

15. Construction by AUTHORITY of those portions of PROJECT which lie within the SHS right of way shall not commence until AUTHORITY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to AUTHORITY and AUTHORITY's contractor.
16. AUTHORITY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to AUTHORITY's construction contractor.
17. To require the construction contractor to furnish both a payment and a performance bond, naming AUTHORITY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. AUTHORITY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
18. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
19. Contract administration procedures shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline, and the PROJECT encroachment permits.
20. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
21. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and

STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

22. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
23. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at AUTHORITY's expense.
24. To furnish, at AUTHORITY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
25. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
26. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). AUTHORITY shall also submit corrected full-sized hardcopy structure plans.
27. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. AUTHORITY shall retain said records and accounts longer for such periods as are required in writing by STATE.
28. Upon completion of PROJECT construction, AUTHORITY will operate and maintain, at AUTHORITY's cost, any part of PROJECT located outside of the existing SHS right of way including AUTHORITY underpasses and overcrossings of then existing SHS right

of way, until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by Federal Highway Administration (FHWA), if required, and conveyance of acceptable title to STATE.

29. If AUTHORITY cannot complete PROJECT as originally scoped, scheduled, and estimated, AUTHORITY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
30. If AUTHORITY terminates the PROJECT prior to completion, STATE shall require AUTHORITY, at AUTHORITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If AUTHORITY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill AUTHORITY for all actual expenses incurred and AUTHORITY agrees to pay said bill within thirty (30) days of receipt.
31. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, AUTHORITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
32. To provide, at PROJECT capital expense, a Construction Zone Enhancement Enforcement Program (COZEPP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.
33. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total actual costs of construction for PROJECT, including the costs of any claims related to the construction contract which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration and all claims-related defense costs incurred by AUTHORITY. AUTHORITY thereafter shall refund to STATE promptly after completion of AUTHORITY's final accounting of costs for PROJECT any amount of STATE's payments remaining after actual costs to be borne by STATE have been deducted or AUTHORITY shall invoice STATE for any additional amounts required to complete STATE's financial obligations assumed pursuant to this Agreement.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to provide IQA to assure that AUTHORITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in

accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by AUTHORITY, to assure compliance with all provisions of the encroachment permit(s) issued by STATE to AUTHORITY and AUTHORITY's contractor.

2. To provide its personnel to interpret the PS&E, review and recommend approval of change orders, required shop plans, falsework designs and other working drawings, during construction, that are related to the plan sheets, special provisions and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE. No other work will be performed unless this agreement is amended to include additional work. AUTHORITY will pay one hundred percent (100%) for all costs invoiced by STATE.
3. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.
4. To provide, at AUTHORITY's cost, any "State-furnished material" as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of AUTHORITY's request for any such "State-furnished materials," STATE will order those materials and STATE's Project Manager will have an invoice submitted to AUTHORITY for the costs of those materials. Upon receipt of those materials and AUTHORITY's payment, STATE will make those "State-furnished materials" available to AUTHORITY at a STATE designated site.
5. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
6. To submit an invoice to AUTHORITY for the estimated direct and indirect cost of source inspection, pursuant to Section I of this Agreement, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
7. To submit an invoice to AUTHORITY for the actual cost of construction support to review specified plan sheets and foundation reports prepared and approved by STATE's registered engineers under the terms of Design Agreement 8-965 A/1, executed on September 3, 2008, for bridge structures 54-1222, 54-1239F, 54-1240G, and Retaining walls 21L, 126A, 126B, 126C, 127, 128, 129, 22R, 22L, 131, 132, 133, 334, 236, 335, 136, 235, 23R, 23L, 24R, 24L, 237, 242A, 341, 242B, and 137 at the cost invoiced by the STATE.

8. To deposit with AUTHORITY within twenty-five (25) days of receipt of AUTHORITY's billing, which figure represents the actual costs of a portion of construction capital and support expenditures, to be paid from STATE's STIP/RIP, CMIA, and TCRP funding sources, for that month, and to continue making such deposits on a monthly basis until completion of construction capital and support activities for PROJECT .
9. Upon completion of PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of the State-furnished materials and source inspection costs to be borne by AUTHORITY. To thereafter refund to AUTHORITY, promptly after completion of STATE's final accounting of said PROJECT costs, any amount of AUTHORITY's deposits, required in Section I of this agreement, remaining after actual State-furnished materials and source inspection costs to be borne by AUTHORITY have been deducted or to bill AUTHORITY for any additional amount required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE and AUTHORITY under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA except, as otherwise noted in this agreement, shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
3. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.

4. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
5. All parties to this Agreement acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1B legislation), the Governor's Executive Order 2007-S-02-07, the California Transportation Commission (CTC) Program Guidelines for the CMIA Program, and the PROJECT Scope, Cost, Schedule and Benefit Baseline Data amended agreement (BASELINE AMENDED AGREEMENT) as shown in Exhibit B, attached and made a part of this Agreement. PROJECT Bond Funds as identified in this Agreement shall not exceed funding stated in the BASELINE AGREEMENT. Any change to any other funding commitment in this PROJECT requires a BASELINE AGREEMENT amendment prior to amending this Agreement.
6. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
7. If, during performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.
8. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
9. During PROJECT construction, representatives of AUTHORITY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter AUTHORITY's property during construction for the purpose of monitoring and coordinating construction activities.
10. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting

public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.

11. AUTHORITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through AUTHORITY's claims process. STATE's representative will be made available to AUTHORITY to provide advice and technical input in any claims process.
12. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required PROJECT changes.
13. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

14. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

15. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost related to HM-2 is a PROJECT construction cost.

16. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

17. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
18. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. AUTHORITY shall take all necessary precautions for safe operation of AUTHORITY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by AUTHORITY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
19. Upon PROJECT completion and acceptance, subject to the approval of STATE, AUTHORITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.
20. Upon PROJECT completion, subject to the approval of STATE, STATE will operate and maintain traffic signals, signs and safety lighting (collectively "Electrical Facilities"), as defined by a future amendment to existing Agreement #SBD-36-5011, entered into effective on May 14, 2008, that details the shared funding responsibilities of the parties for operation, maintenance and energy costs related to said Electrical Facilities. Maintenance is broadly deemed to include all necessary routine maintenance, repairs, modifications and replacements.
21. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS right of way will automatically be deemed to be under the control of AUTHORITY or an appropriate third party as determined by AUTHORITY.
22. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual,

inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. Prior to the commencement of any construction activity within the SHS right of way, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
26. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
27. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on June 30, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ARE ON THE FOLLOWING SINGLE PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director

By: _____
GARY C. OVITT,
President

APPROVED AS TO FORM AND
PROCEDURE:

Attest: _____
VICKI WATSON
Board Secretary

By: _____
Attorney,
Department of Transportation

By: _____
JEAN-RENE BASLE
AUTHORITY's Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A


Add Sup & Cap	Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		Local Program Funds		State Funds	State Funds	State Funds	Local Funds
	Federal % 80.00	Match % 20.00	Federal % 80.00	Match % 20.00	Federal % 88.53	Match % 11.47	Federal % 88.53	Match % 11.47	Federal % 88.53	Match % 11.47	Federal % 88.53	Match % 11.47				
CON Sup													20,539,000	17,296,000		786,000
CON Cap	1,934,978	483,745	10,310,000	2,577,500	13,253,000	1,717,067	36,932,000	4,784,932	22,870,000	2,963,051	11,980,000	1,552,136	14,470,564	120,604,000	6,917,000	
Total	1,934,978	483,745	10,310,000	2,577,500	13,253,000	1,717,067	36,932,000	4,784,932	22,870,000	2,963,051	11,980,000	1,552,136	35,009,564	137,900,000	6,917,000	786,000

EXHIBIT B

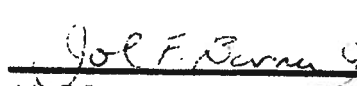
**CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT SCOPE, COST, SCHEDULE, AND BENEFIT BASELINE DATA**

County:	San Bernardino	Route:	215	PPNO:	0247P
Project Title:	I-215 North Segments 1 & 2 -HOV and Mixed Flow Lane Addition				

We acknowledge the baseline amendment as identified on the attached project program request sheets as the current approved for project monitoring by the California Transportation Commission and its Corridor Mobility Improvement Account Project Delivery Council. We certify that funding sources cited are committed and expected to be available; the estimated costs represent full project funding, and the description of benefits is the best estimate possible.


 Name: Deborah Barnack Date
 Title: Executive Director
 Agency: San Bernardino Associated Governments

 8/20/08
 Will Kempton Date
 Director
 California Department of Transportation

 8/21/08
 John F. Barna, Jr. Date
 Executive Director
 California Transportation Commission

CORRIDOR MOBILITY IMPROVEMENT ACCOUNT																															
Project Fact Sheet																															
Lead Agency: San Bernardino Associated Governments (SANBAG)				Fact Sheet Date: 04/30/08																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Contact Person</td> <td colspan="5" style="padding: 2px;">Deborah Barnack, Executive Director/Garry Cohen, Director of Freeway Construction</td> </tr> <tr> <td style="padding: 2px;">Phone Number</td> <td style="width: 30%; padding: 2px;">(909) 884-8276</td> <td style="width: 10%; padding: 2px;">Fax Number</td> <td colspan="5" style="padding: 2px;">(909) 385-4407</td> </tr> <tr> <td style="padding: 2px;">Email Address</td> <td colspan="7" style="padding: 2px;">dbarnack@sanbag.ca.gov/cohen@sanbag.ca.gov</td> </tr> </table>								Contact Person	Deborah Barnack, Executive Director/Garry Cohen, Director of Freeway Construction					Phone Number	(909) 884-8276	Fax Number	(909) 385-4407					Email Address	dbarnack@sanbag.ca.gov/cohen@sanbag.ca.gov								
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Phone Number	(909) 884-8276	Fax Number	(909) 385-4407																												
Email Address	dbarnack@sanbag.ca.gov/cohen@sanbag.ca.gov																														
Project Information:																															
County	Caltrans District	PPNO *	EA *	Region/MPO/ TIP ID *	Route / Corridor *	Post Mile Back *	Post Mile Ahead *																								
SBd	8	0247P	0071V	00713	215	6.5	3.5																								
* NOTE PPNO & EA assigned by Caltrans. Region/MPO/TIP ID assigned by RTP/MPO. Route/Corridor & Post Mile Back/Ahead used for State Highway System.																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Legislative Districts</td> <td style="width: 50%; padding: 2px;">Senate: 32, 31 Assembly: 62, 63</td> </tr> <tr> <td style="padding: 2px;">Implementing Agency (by component)</td> <td style="padding: 2px;">E&P (PA&ED): Caltrans R/W: Caltrans</td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;">PS&E: SANBAG CON: SANBAG</td> </tr> </table>								Legislative Districts	Senate: 32, 31 Assembly: 62, 63	Implementing Agency (by component)	E&P (PA&ED): Caltrans R/W: Caltrans		PS&E: SANBAG CON: SANBAG																		
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Project Title	I-215 North Segments 1 & 2 - HOV and Mixed Flow Lane Addition																														
<p>Location - Project Limits - Description and Scope of Work: (Provide a project location map on a separate sheet and attach to this form.) On I-215 in San Bernardino - construct HOV lanes, mixed flow lanes and auxiliary lanes. Segment 1 is from south Rialto Avenue to south of 9th Street. Segment 2 from south of 9th Street to south of Massachusetts Avenue. The corridor project is included in the 2004 SCAG RTP as a Baseline Project.</p> <p>Will provide consumers more housing and transportation choices by supporting the corridor management strategy of increasing alternative modes of transportation - buses on the freeway, car and vanpools, access to Metrolink and access to transit centers.</p> <p>Will reduce dependency on single occupant vehicle trips by adding HOV Lanes on I-215.</p> <p>Will address recurrent peak period congestion at lane drops that narrow the freeway. Addresses non-standard on and off-ramps that are currently accessed from the inside lane.</p>																															
Description of Major Project Benefits																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Daily Vehicle Hours of Delay Saved</td> <td style="width: 50%; padding: 2px;">15,636 Hrs.</td> </tr> <tr> <td style="padding: 2px;">Daily Peak Hour Person-Minutes Saved</td> <td style="padding: 2px;">1,141,440 Min.</td> </tr> </table> <p>Other: Will foster increased car and van-pooling by developing an HOV facility, provides a foundation for developing and expanding the district's HOV system, alleviates operational issues caused by lane drops, will better meet driver expectations by eliminating non-standard on and off-ramp design, Off ramp reconfiguration will balance access and foster economic development within the corridor.</p>								Daily Vehicle Hours of Delay Saved	15,636 Hrs.	Daily Peak Hour Person-Minutes Saved	1,141,440 Min.																				
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Corridor System Management Plan																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">Lead Agency:</td> <td style="width: 30%; padding: 2px;">Caltrans</td> </tr> <tr> <td style="padding: 2px;">Plan Adoption Date:</td> <td style="padding: 2px;">Jun-08</td> </tr> <tr> <td style="padding: 2px;">Plan Implementation Date:</td> <td style="padding: 2px;">Sep-08</td> </tr> </table>								Lead Agency:	Caltrans	Plan Adoption Date:	Jun-08	Plan Implementation Date:	Sep-08																		
Lead Agency:	Caltrans																														
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Expected Source(s) of Additional Funding if the Current Funding Plan Proves Insufficient																															
N/A																															
Project Delivery Baseline (Milestones)																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">Begin Environmental Phase (PA&ED)</td> <td style="width: 30%; padding: 2px;">Month/Year</td> </tr> <tr> <td style="padding: 2px;">Draft Environmental Document Milestone</td> <td style="padding: 2px;">1/1/02</td> </tr> <tr> <td style="padding: 2px;">Draft Project Report Milestone</td> <td style="padding: 2px;">1/1/05</td> </tr> <tr> <td style="padding: 2px;">End Environmental Phase (PA&ED Milestone)</td> <td style="padding: 2px;">6/1/02</td> </tr> <tr> <td style="padding: 2px;">Begin Design Phase</td> <td style="padding: 2px;">12/1/05</td> </tr> <tr> <td style="padding: 2px;">End Design Phase (Plans, Specifications, and Estimates Milestone)</td> <td style="padding: 2px;">1/1/01</td> </tr> <tr> <td style="padding: 2px;">Begin Right-of-Way</td> <td style="padding: 2px;">6/15/00</td> </tr> <tr> <td style="padding: 2px;">End Right-of-Way (Right-of-way Certification Milestone)</td> <td style="padding: 2px;">1/1/01</td> </tr> <tr> <td style="padding: 2px;">Begin Construction Phase</td> <td style="padding: 2px;">Cert 3W 4/1/05</td> </tr> <tr> <td style="padding: 2px;">End Construction Phase (Construction Contract Acceptance Milestone)</td> <td style="padding: 2px;">9/15/09</td> </tr> <tr> <td style="padding: 2px;">Begin Closeout Phase</td> <td style="padding: 2px;">9/15/13</td> </tr> <tr> <td style="padding: 2px;">End Closeout Phase (Closeout Report Milestone)</td> <td style="padding: 2px;">9/15/15</td> </tr> </table>								Begin Environmental Phase (PA&ED)	Month/Year	Draft Environmental Document Milestone	1/1/02	Draft Project Report Milestone	1/1/05	End Environmental Phase (PA&ED Milestone)	6/1/02	Begin Design Phase	12/1/05	End Design Phase (Plans, Specifications, and Estimates Milestone)	1/1/01	Begin Right-of-Way	6/15/00	End Right-of-Way (Right-of-way Certification Milestone)	1/1/01	Begin Construction Phase	Cert 3W 4/1/05	End Construction Phase (Construction Contract Acceptance Milestone)	9/15/09	Begin Closeout Phase	9/15/13	End Closeout Phase (Closeout Report Milestone)	9/15/15
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NOTE: The CTC Corridor Mobility Improvement Account (CMIA) Program Guidelines should have been read and understood prior to preparation of this CMIA Fact Sheet. The CTC CMIA Guidelines and a template of this Project Fact Sheet are available at: <http://www.ctc.ca.gov/transportation> and at: <http://www.ctc.ca.gov>

California Transportation Commission

1



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPNO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	Caltrans
PS&E	26,792							26,792	San Bernardino Associated
R/W SUP (CT)	3,444							3,444	
CON SUP (CT)									
R/W	62,748							62,748	Caltrans
CON		314,482						314,482	San Bernardino Associated
TOTAL	93,800	314,482						408,282	
Proposed Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	818							818	
PS&E	26,792							26,792	
R/W SUP (CT)	3,444	6,648						10,090	
CON SUP (CT)									
R/W	62,748	34,157						96,905	
CON		209,482						209,482	
TOTAL	93,800	330,285						424,085	

Fund No. 1: State Bond - Corridor Mobility Program (CMLA)									Program Code
Existing Funding									20.XX.721.000
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		49,120						49,120	
TOTAL		49,120						49,120	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		49,120						49,120	
TOTAL		49,120						49,120	

Fund No. 2: RIP - State Cash (ST-CASH)									Program Code
Existing Funding									20.XX.075.000
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	677							677	Caltrans
PS&E	10,442							10,442	
R/W SUP (CT)	3,444							3,444	
CON SUP (CT)									
R/W	24,705							24,705	
CON									
TOTAL	39,268							39,268	
Proposed Funding									Notes
E&P (PA&ED)	677							677	Transferred \$25M from
PS&E	10,442							10,442	construction capital savings
R/W SUP (CT)	3,444	6,648						10,090	to r/w capital. New RIP
CON SUP (CT)									funds required for current
R/W	24,705	25,000						49,705	expenditures that exceed
CON									current programmed
TOTAL	39,268	31,648						70,914	amount plus estimated

Form Version Date: 10/1/07

1 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPMO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 3: RIP - State Cash (ST-CASH)									Program Code
Existing Funding									20 XX 075 600
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									San Bernardino Associated Govern
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		162,900						162,900	
TOTAL		162,900						162,900	
Proposed Funding									Notes
E&P (PA&ED)									Transferred \$25 M construction capital savings to r/w capital.
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		137,900						137,900	
TOTAL		137,900						137,900	

Fund No. 4: TCRP (Committed) - Traffic Congestion Relief Fund (TCRF)									Program Code
Existing Funding									20 XX 710 670
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,517						5,517	
TOTAL		5,517						5,517	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON		5,517						5,517	
TOTAL		5,517						5,517	

Fund No. 5: Demo - High Priority Projects Program (DEMO-ST)									Program Code
Existing Funding									20 30 010 680
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	4,800							4,800	
CON		2,724						2,724	
TOTAL	4,800	2,724						7,524	
Proposed Funding									Notes
E&P (PA&ED)									Fund Type = PNRS
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	2,899							2,899	
CON		9,061						9,061	
TOTAL	2,899	9,061						11,960	

Form Version Date: 10/1/07

2 of 4



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/28/08

County	CT District	PPMO	TCRP Project No.	EA
SBD	8	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 6: Demo - Demonstration - TEA21 (DEMOT21)									Program Code
Existing Funding									20 30.010 680
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		2,063						2,063	
TOTAL		2,063						2,063	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		2,063						2,063	
TOTAL		2,063						2,063	

Fund No. 7: CMAQ - Congestion Mitigation (CMAQ)									Program Code
Existing Funding									20 30.010 820
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW	28,359							28,359	
CON		38,897						38,897	
TOTAL	28,359	38,897						67,256	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW	29,339							29,339	
CON		37,917						37,917	
TOTAL	29,339	37,917						67,256	

Fund No. 8: RSTP - STP Local (STPL)									Program Code
Existing Funding									20 30.010 810
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		47,118						47,118	
TOTAL		47,118						47,118	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
RAW SUP (CT)									
CON SUP (CT)									
RAW									
CON		47,118						47,118	
TOTAL		47,118						47,118	

Form Version Date: 10/1/07

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2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 04/26/08

County	CT District	PPNO	TCRP Project No.	EA
SBD	6	0247P	57	0071V
Project Title: Interstate 215 North Segments 1 & 2				

Fund No. 9: Loc Funds - SBD Co Measure I (XSBD)		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	LOCAL FUNDS
E&P (PA&ED)	139							139	San Bernardino Associated Govern
PS&E	16,350							16,350	
R/W SUP (CT)									
CON SUP (CT)									
R/W	4,884							4,884	
CON		5,143						5,143	
TOTAL	21,373	5,143						27,516	
Proposed Funding									Notes
E&P (PA&ED)	139							139	
PS&E	16,350							16,350	
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,805	9,157						14,962	
CON		786						786	
TOTAL	22,294	9,943						32,237	

Fund No. 10:		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Fund No. 11:		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									

Form Version Date: 10/1/07

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AGENCY REPORTS



-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

FEBRUARY COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line dropped 9% from last month but increased almost 10% from the same month in 2007. So far, January patronage is back up, currently averaging 13,152 passenger trips per weekday.

Saturday patronage was down almost 14% from last month and down 6% from December 2007. Preliminary January data is pointing to a stronger month with a current average of 3,305 passenger trips per Saturday.

Sunday average ridership on the San Bernardino Line was 19% lower than the average last month. In addition, there was a 9% decrease in a year-to-year comparison. As of mid-January average Sunday ridership is 11% higher than December with a current average of 2,259 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

Ridership on the Riverside Line decreased almost 6% from last month. December 2008 was 2% higher than December 2007. A preview look at January ridership figures points to somewhat stronger patronage with the current January average at 5,336 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:

December average daily ridership on the IEOC Line decreased 10% from last month and was also down 8% from the same month last year. At this point, January patronage is stronger with average daily ridership currently at 4,441 passenger trips per weekday.

Total System:

System wide, December average daily ridership dropped 8% from November but increased 5% from December 2007. Early data for January is just slightly higher than December with the current average at 43,912 passenger trips per weekday.

Table 1

Average Weekday Daily Ridership*

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>System wide</u>
December 2008	12,481	5,104	4,245	42,764
December 2007	11,378	4,994	4,622	40,630
% Change	+ 9.7%	+ 2.2%	- 8.2%	+ 5.3%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
December 2008	3,123	2,027
December 2007	3,327	2,224
% Change	- 6.1%	- 8.9%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

On-time performance results were mixed this month for the San Bernardino Line. Outbound trains improved three percentage points while inbound trains dropped a point to finish the month 98% and 94% on time, respectively. Metrolink operations accounted for sixteen of the thirty-eight reported delays.

Riverside-Ontario-Los Angeles Line:

On-time performance for the Riverside Line worsened just slightly from November to December. While outbound trains continued to perform on time 95% of the time, inbound trains dropped from 99% on time in November to 98% on time in December. Signals/communications and "other" operations issues each accounted for three of the eight reported delays.

Inland Empire-Orange County (IEOC) Line:

December on-time performance for the IEOC Line improved compared to November. Northbound trains held steady at 91% on time while southbound trains improved from 92% on time in November to 95% on time in December. Eleven of the twenty-six reported delays were caused by "other" operations issues.

Table 3

On Time Performance

% of weekday trains arriving within 5 min. of scheduled time

(December 2008 vs. December 2007)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
December 2008	94%	98%	98%	95%	95%	91%
December 2007	96%	98%	98%	95%	94%	93%



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

January 14, 2009

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
S. Roy Wilson, Ed.D.
Chairman of the Board
County of Riverside

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Michael A. Cacciotti
Councilmember, City of South Pasadena
Cities of Los Angeles County/
Eastern Region

Bill Campbell
Supervisor, Third District
County of Orange

Jane W. Carney
Senate Rules Appointee

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyau, Ph.D.
Governor's Appointee

Gary C. Ovitt
Supervisor, Fourth District
County of San Bernardino

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Tonia Reyes Uranga
Councilmember, City of Long Beach
Cities of Los Angeles County/
Western Region

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

D. Yates

Attached are the agenda items and the outcome of the January 9, 2009 AQMD Governing Board meeting, and a preview of the items for discussion at the February 6, 2009 meeting.

PUBLIC HEARING ITEMS AT THE JANUARY 9, 2009 BOARD MEETING

Amend Rule 314 – Fees for Architectural Coatings

Rule 314 – Fees for Architectural Coatings was adopted in June 2008. The proposed amendment clarifies the applicability and reporting requirement sections of the rule to include architectural coatings sold through big box retailers, as well as adding a fee exemption for recycled coatings. (Review: Administrative Committee, November 14, 2008; Stationary Source Committee, November 21, 2008)

Majority Votes: 10 Yes, 0 No, 3 Absent

Adopt Proposed Rule 1143 – Reduction of VOC Emissions from Consumer Paint Thinners and Multi-Purpose Solvents

(Staff recommends that the public hearing be continued to the March 6, 2009 Board meeting.)

The proposed rule will reduce VOC emissions by establishing VOC limits and other requirements for consumer paint thinners and multi-purpose solvents in the AQMD. (Review: Stationary Source Committee, November 21, 2008)

Adopt Proposed Rule 1144 – Lubricants, Metal Working Fluids and Rust Inhibitors
(*Staff recommends that the public hearing be continued to the March 6, 2009 Board meeting.*)

The proposed rule establishes VOC limits and other requirements for lubricants, metal working fluids and rust inhibitors used during the manufacture and assembly of parts and products at industrial facilities. The proposed rule implements control measure CTS-01 – Emission Reductions from Lubricants of the 2007 AQMP. (Review: Stationary Source Committee, October 17, 2008)

Amend Rule 1186.1 – Less-Polluting Sweepers

Administrative amendments are proposed to Rule 1186.1 to ensure the use of alternative fueled sweepers when sweeping services are provided to government agencies as required in Rule 1186.1 paragraph (d). In addition, amendments are proposed to address sweeping services that cannot be provided with rule compliant sweepers at the beginning of the contract period due to delivery lead time. (Review: Mobile Source Committee, November 21, 2008)

Majority Votes: 10 Yes, 0 No, 3 Absent

Adopt Proposed Rule 2702 – Greenhouse Gas Reduction Program

(*Staff is recommending this item be continued to February 6, 2009 Board meeting to include consideration of a manure management protocol.*)

The proposed rule will create a voluntary Greenhouse Gas Reduction Program administered by AQMD. AQMD can accept funds to generate GHG reductions and Requests for Proposals would be issued. Projects selected by AQMD would follow pre-approved protocols to generate GHG emission reductions in the District. (Review: Climate Change Committee, September 19, 2008, October 29, 2008)

PUBLIC HEARINGS SET FOR FEBRUARY 6, 2009 BOARD MEETING

Receive Public Input on Executive Officer's Priority Goals for FY 2009-10

A set of priority goals for the FY 2009-10 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals as they serve as the foundation of AQMD's Work Program.

Amend Rule 1173 – Control of Volatile Organic Compound Leaks and Releases from Components at Petroleum Facilities and Chemical Plants

The proposed amendments will require changes in the rule to amend the exemption listed in paragraph (l)(5) for enforceability. When the rule was last amended in June 2007 two new paragraphs – (h)(1) and (h)(3) were added to address the installation schedule for continuous monitors for atmospheric process pressure relief devices, but the references made in the exemption were inadvertently left unchanged as (h)(4) and (h)(5) as opposed to (h)(6) and (h)(7). The new amendment will not result in any changes in emissions and solely reflects administrative changes that will correctly express the intent of the June 2007 rule amendment. (Review: Stationary Source Committee, January 23, 2009)

Amend Rule 2701 – SoCal Climate Solutions Exchange

Rule 2701 – SoCal Climate Solutions Exchange was adopted at the December 5, 2008 Board meeting. The Board directed staff to evaluate the potential environmental justice impacts, if any, relative to the Manure Management Project Protocol prior to adding it to the list of approved protocols under the District's greenhouse gas reduction program. Staff recommends inclusion of the Manure Management Project Protocol with some local requirements to the list of approved greenhouse gas emission reduction protocols in Rule 2701. (Review: Climate Change Committee, January 16, 2009)

Also, please find attached the *SCAQMD Advisor* for your information.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	P. Gilbreath L. McCallon D. Robertson P. Eaton G. Duncan L. Dale T. Jasper G. Ovitit	L. McCallon D. Robertson T. Jasper	P. Eaton	G. Duncan L. Dale G. Ovitit
SANBAG Acting as County Transportation Commission	P. Leon			P. Leon
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		B. Cortes B. Jahn J. Mitchell	Vacant (J. Harrison) Vacant (P. Lilburn)	P. Leon K. Chastain

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Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:
10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.
Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Paul Eaton, Montclair, Vice President (Chair) Gary Oviatt, Supervisor, President (Vice Chair) Vacant (Lawrence Dale, Barstow), Past President Paul Biane, Supervisor Bea Cortes, Grand Terrace Dennis Yates, Chino Josie Gonzales, Supervisor Mike Leonard, Hesperia Brad Mitzelfelt, Supervisor Pat Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Rick Roelle, Apple Valley	6/30/2009 6/30/2009 6/30/2009 12/31/2008 12/31/2008 12/31/2008 12/31/2009 12/31/2008 12/31/2008 12/31/2009 12/31/2009 12/31/2009
Commuter Rail Committee Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands** (Chair) Paul Eaton, Montclair* (Vice Chair) Kelly Chastain, Colton Bea Cortes, Grand Terrace Paul Leon, Ontario Larry McCallon, Highland Pat Morris, San Bernardino* Diane Williams, Rancho Cucamonga** Vacant (Robert Christman, Loma Linda)	Indeterminate (6/30/2008) Indeterminate (6/30/2008) 12/31/2009 12/31/2008 12/31/2008 12/31/2008 Indeterminate Indeterminate 12/31/2009
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Brad Mitzelfelt, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms Mike Leonard, Hesperia Ryan McEachron, Victorville William Neeb, Yucca Valley Trinidad Perez, Adelanto Rick Roelle, Apple Valley Barstow Needles	Indeterminate (6/30/2009) Indeterminate (6/30/2009) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Grace Vargas, Rialto (Vice Chair) Paul Biane, Supervisor Kelly Chastain, Colton Bea Cortes, Grand Terrace Neil Derry, Supervisor Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Paul Leon, Ontario Larry McCallon, Highland Patrick Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rhodes "Dusty" Riggsby, Loma Linda Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2009) Indeterminate (6/30/2009) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of three city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions and all County Supervisors. City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts of up to \$25,000 with notification to Board of Directors	Mark Nuaimi, Fontana (Chair) Paul Eaton, Montclair (Vice Chair) Paul Biane, Supervisor Bea Cortes, Grand Terrace Neil Derry, Supervisor Josie Gonzales, Supervisor Bill Jahn, Big Bear Lake Larry McCallon, Highland William Neeb, Yucca Valley Brad Mitselfelt, Supervisor Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Diane Williams, Rancho Cucamonga	12/31/2009 (6/30/2009) 12/31/2008 (6/30/2009) Indeterminate 12/31/2009 Indeterminate Indeterminate 12/31/2009 12/31/2008 12/31/2008 Indeterminate Indeterminate 12/31/2008 12/31/2008 12/31/2009

Policy Committee Meeting Times

Administrative Committee
Commuter Rail Committee
Major Projects Committee
Mountain/Desert Committee
Plans & Programs Committee

SANBAG Policy Committee Membership

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	Audit Subcommittee - SANBAG President – Gary Ovitt, Supervisor - Vice President – Paul Eaton, Montclair - Immediate Past President – Vacant - Presidential Appointment – Pat Gilbreath, Redlands
Ad Hoc Committee to Review Council of Government Roles In June 2006, the SANBAG President appointed the committee.	Reviews SANBAG activities and Board Member requests related to SANBAG's role as a Council of Governments.	Kelly Chastain, Colton (Chair) Dennis Hansberger, SBCO, representing East Valley and Mountain/Desert Josie Gonzales, SBCO, representing the East Valley John Pomierski, Upland, representing West Valley and recognizing his position as Major Projects Committee Chair Pat Morris, San Bernardino, representing the East Valley Paul Eaton, Montclair, representing the West Valley and recognizing his position as Plans & Programs Committee Chair Vacant - Jim Lindley, Hesperia, representing Mountain/Desert and recognizing his position as Mountain/Desert Committee Vice Chair.
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District (Colonies Development) In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development	Reviews and provides guidance on litigation with San Bernardino County Flood Control District (Colonies Development).	Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents,
San Bernardino Associated Governments
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,
multi-modal transportation system
- Strengthen economic development
efforts
- Exert leadership in creative problem
solving

To successfully accomplish this mission,
SANBAG will foster enhanced relationships
among all of its stakeholders while adding
to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996